RETURN:

Bishopric of Gloucester and Bristol.

Ordered, by The House of Commons, *to be Printed,*
24 *May* 1852.

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BISHOPRIC OF GLOUCESTER AND BRISTOL.

RETURN to an Address of the Honourable The House of Commons, dated 31 July 1851 ;—*for*,

"COPIES of all CORRESPONDENCE between the Ecclesiastical Commissioners or their Secretary, and the Bishop of *Gloucester* and *Bristol*, or his Agent, relative to the Property of the See, or the Income of the present or future Bishops of *Gloucester* and *Bristol*; also, COPIES of all MINUTES of PROCEEDINGS of the Commissioners, or other Documents in their possession, and of all Orders in Council relating to those Subjects; placing together, and arranging chronologically, the Correspondence and Proceedings having reference to the Estate of *Horfield*:"

"TABULAR STATEMENT, showing the gross and net Annual Income of the Bishop of *Gloucester*, and of the Bishop of *Bristol*, from 1829 to 1836, and of the present Bishop of the United Sees, from 1837 to 1850; specifying the Amounts derived from Episcopal Sources, and from each other Ecclesiastical Preferment, whether permanently annexed to the Sees, or held in Commendam:"

"Statements of the Amount expended in providing a NEW PALACE for the Bishop of *Gloucester* and *Bristol*, and showing from what Sources the same have been defrayed:"

"Of all Sales of EPISCOPAL and other CHURCH PROPERTY in the Diocese of *Gloucester* and *Bristol*, since 1836, showing the Authority under which each Sale was made, the Amount of Purchase Money received, and how the Proceeds were applied:"

"COPIES of any AGREEMENT entered into between the Ecclesiastical Commissioners and the Bishop of *Gloucester* and *Bristol*, in 1848, for the Purchase of his Interest in the Estate of *Horfield*:"

"And, of any COMMUNICATION made by the Copyhold Commissioners to the Ecclesiastical Commissioners, on the subject of the Estate of *Horfield*, and the Reply thereto."

(Mr. Horsman.)

Ordered, by The House of Commons, *to be Printed*,
24 *May* 1852.

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ORDERS IN COUNCIL.

No. 1.

Order in Council for uniting the Bishopricks of *Gloucester* and *Bristol*.

Gazetted 7th; registered at Bristol, Blandford and Gloucester, 8th October 1836. Orders in Council.

At the Court at St. James's, the 5th day of October 1836,

Present: The King's most Excellent Majesty in Council.

Whereas by an Act passed in the last session of Parliament, intituled "An Act for carrying into effect the reports of the Commissioners appointed to consider the state of the Established Church in England and Wales, with reference to ecclesiastical duties and revenues, so far as they relate to episcopal dioceses, revenues and patronage," reciting, amongst other things, that His Majesty was pleased, on the fourth day of February, and on the sixth day of June, in the year one thousand eight hundred and thirty-five, to issue two several commissions to certain persons therein respectively named, directing them to consider the state of the several dioceses in England and Wales, with reference to the amount of their revenues, and the more equal distribution of episcopal duties, and the prevention of the necessity of attaching, by commendam, to bishopricks, benefices with cure of souls; and to consider also the state of the several cathedral and collegiate churches in England and Wales, with a view to the suggestion of such measures as might render them conducive to the efficiency of the Established Church, and to devise the best mode of providing for the cure of souls, with special reference to the residence of the clergy on their respective benefices; and reciting, that the said Commissioners had, in pursuance of such directions, made four several reports to his Majesty, bearing date respectively the seventeenth day of March one thousand eight hundred and thirty five, the fourth day of March, the twentieth day of May, and the twenty-fourth day of June, one thousand eight hundred and thirty-six; and reciting, that the said Commissioners had in their said reports, amongst other things, recommended that Commissioners should be appointed by Parliament for the purpose of preparing and laying before his Majesty in Council such schemes as should appear to them to be best adapted for carrying into effect the following, amongst other, recommendations; and that his Majesty in Council should be empowered to make orders ratifying such schemes and having the full force of law; and that the city and deanery of Bristol should be united to the diocese of Gloucester, and that the sees of Gloucester and Bristol should be united; and that the diocese should consist of, amongst other things, the present diocese of Gloucester and of the city and deanery of Bristol; and that the Bishops of the see of Bristol and Gloucester should be elected alternately by the Dean and Chapter of Bristol, and by the Dean and Chapter of Gloucester; and that power should be given to determine the future mode of confirming such acts of the Bishop of the united see as might require confirmation by a Dean and Chapter; and that upon the first avoidance of either of the sees of Gloucester and Bristol, the Bishop of the other of the sees proposed to be united should become, *ipso facto*, Bishop of the two sees, and thereupon become seized and possessed of all the property, advowsons, and patronage belonging to the see so avoided; and that none of the proposed alterations affecting the boundaries or jurisdiction of any diocese, or the patronage of benefices with cure of souls, or the revenues belonging to any see, the Bishop of which was in possession on the fourth day of March, one thousand eight hundred and thirty-six, should take effect until the avoidance of the see, without the consent of such Bishop; and that so much of the sum of six thousand pounds, recovered by the late Bishop of Bristol for damages done to the episcopal residence at Bristol, and of its accumulations as might remain after deducting proper expenses, together with the money

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arising from the sale of the site of such residence, if sold, should be applied to the purchase or erection of a residence for the Bishop of the see of Bristol and Gloucester; and that a new archdeaconry of Bristol should be erected, and that a district should be assigned thereto; and that the limits of the existing deaneries and archdeaconries should be newly arranged, so that every parish and extra-parochial place be within a rural deanery, and every deanery within an archdeaconry, and that no archdeaconry extend beyond the limits of one diocese; and that all the archdeaconries of England and Wales should be in the gift of the Bishops of the respective dioceses in which they are situate:

It is enacted, that the Lord Archbishop of Canterbury for the time being, the Lord Archbishop of York, and the Lord Bishop of London for the time being, John Lord Bishop of Lincoln, James Henry Lord Bishop of Gloucester, the Lord High Chancellor of Great Britain, the Lord President of the Council, the Lord High Treasurer or the First Lord of the Treasury, and the Chancellor of the Exchequer for the time being respectively, and such one of his Majesty's Principal Secretaries of State as shall be for that purpose nominated by his Majesty under his royal sign manual (such Lord Chancellor, Lord President, Lord High Treasurer or First Lord of the Treasury, Chancellor of the Exchequer, and Secretary of State being respectively members of the United Church of Great Britain and Ireland), the Right Honourable Dudley Earl of Harrowby, the Right Honourable Henry Hobhouse, and the Right Honourable Sir Herbert Jenner, knight, should, for the purposes of the said Act, be one body politic and corporate, by the name of "The Ecclesiastical Commissioners for England," and by that name should have perpetual succession and a common seal:

And it is further enacted, that the said Commissioners should from time to time prepare and lay before his Majesty in Council such schemes as should appear to the said Commissioners to be best adapted for carrying into effect the therein-before recited recommendations, and should in such schemes recommend and propose such measures as might, upon further inquiry, which the said Commissioners were thereby authorized to make,appear to them to be necessary for carrying such recommendations into full and perfect effect; provided always, that nothing therein contained should be construed to prevent the said Commissioners from proposing, in any such scheme, such modifications or variations, as to matters of detail and regulation, as should not be substantially repugnant to any or either of the said recommendations; and in particular, that it should be competent to the said Commissioners to propose in any such scheme, that all parishes, churches or chapelries which are locally situate in any diocese, but subject to any peculiar jurisdiction other than the jurisdiction of the Bishop of the diocese in which the same are locally situate, should be only subject to the jurisdiction of the Bishop of the diocese within which such parishes, churches or chapelries are locally situate:

And it is further enacted, that when any scheme, prepared under the authority of the said Act, should be approved by his Majesty in Council, it should be lawful for his Majesty in Council to issue an order or orders ratifying the same, and specifying the time or times when such scheme, or the several parts thereof, should take effect, and to direct in every such order, that the same should be registered by the registrar of each of the dioceses the Bishops whereof might, or should be in any respect affected thereby:

And it is further enacted, that every such order should, as soon as might be after the making and issuing thereof by his Majesty in Council, be inserted and published in the London Gazette:

And it is enacted, that so soon as any such Order in Council should be so registered and gazetted, it should in all respects, and as to all things therein contained, have and be of the same force and effect as if all and every part thereof were included in the said Act, any law, statute, canon, letters patent, grant, usage, or custom to the contrary notwithstanding:

And whereas the said Commissioners, pursuant to the authority vested in them by the said Act, have duly prepared, and laid before his Majesty in Council, a scheme, bearing date the fourth day of October one thousand eight hundred and thirty-six, in the words and figures following; that is to say:

To

To the KING's Most Excellent Majesty in Council. Orders in Council.

" We, the Ecclesiastical Commissioners for England, appointed and incorporated by an Act of Parliament passed in this present year of your Majesty's reign, intituled ' An Act for carrying into effect the reports of the Commissioners appointed to consider the state of the Established Church in England and Wales, with reference to ecclesiastical duties and revenues, so far as they relate to episcopal dioceses, revenues, and patronage,' have, in pursuance thereof, prepared, and now humbly lay before your Majesty in Council, the following scheme respecting so much of the recommendations in the said Act contained, relating to the union of the sees of Gloucester and Bristol, as it appears to us may be forthwith carried into effect.

" Whereas by a scheme, bearing even date herewith, we have recommended and proposed that the whole archdeaconry of Dorset, now forming part of the diocese of Bristol, the see whereof is now vacant, shall be forthwith separated from the said diocese, and annexed to the dioceses of Salisbury and Exeter respectively.

" We now humbly recommend and propose, with the consent of the Right Reverend James Henry Bishop of Gloucester, in testimony whereof he hath signed and sealed this scheme, that the remaining part of the said diocese of Bristol shall be forthwith permanently annexed and united to the diocese of Gloucester, and that the same, when so united, shall for ever hereafter be and be called and known by the name of the diocese of Gloucester and Bristol.

" And we further recommend and propose, that the sees of Gloucester and Bristol shall be forthwith permanently united, and shall, when so united, be and be called and known by the name of the see of Gloucester and Bristol, and that the said James Henry, now Bishop of Gloucester, shall be the Bishop of the said see of Gloucester and Bristol, and shall become absolutely confirmed in the said bishoprick, and, *ipso facto*, seised and possessed of all the property, revenues, advowsons, and patronage now belonging to the said see of Bristol, and of all the episcopal jurisdiction, power, and authority heretofore possessed and exercised by Bishops of Bristol, excepting so far as relates to the said county and archdeaconry of Dorset, without any other act, deed, form, or proceeding whatsoever, other than such Order or Orders as it may please your Majesty in Council to make and issue in pursuance of this scheme, and under the authority of the said Act.

" And we further recommend and propose, that the said Bishop, and his successors Bishops of Gloucester and Bristol, shall be one body corporate, by the name of the Bishop of Gloucester and Bristol, and by that name shall have perpetual succession and a common seal, and that he and his successors shall and may by that name sue and be sued, and shall and may take and hold all lands, tithes, advowsons, tenements, and hereditaments now held by the said James Henry as Bishop of Gloucester, or so transferred as aforesaid, or which may be given or granted to him or them by your Majesty, your heirs and successors, or by any other person or persons whatsoever, and may give or grant the same, and make leases, and enjoy and do all other rights and acts in respect of the same, in as full and perfect a manner as other Bishops of England and Wales, but no otherwise.

" And we further recommend and propose, that the said James Henry, as Bishop of Gloucester and Bristol, and his successors Bishops of Gloucester and Bristol, shall occupy the same seat in the cathedral church of Bristol, and shall possess and exercise the same authority and jurisdiction, ordinary and visitatorial, over the dean and chapter thereof, as has heretofore been possessed and exercised by Bishops of Bristol.

" And we further recommend and propose, that the said James Henry Bishop of Gloucester and Bristol shall be exempted and relieved from the payment of first fruits, and of all costs, charges, fees, and expenses whatsoever in respect of his so becoming Bishop of Gloucester and Bristol.

" And we further recommend and propose, that upon the first avoidance of the said see of Gloucester and Bristol the warrant for the election of a person to be the Bishop thereof shall issue to the dean and chapter of the cathedral church of Bristol, and that upon all future avoidances of the said see the warrant for the election of a Bishop thereof shall issue alternately to the dean and chapter of the cathedral church of Gloucester, and to the dean and chapter of the cathedral church of Bristol.

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"And we further recommend and propose, that all such episcopal acts, gifts, grants, and leases performed and made by the said James Henry Bishop of Gloucester and Bristol, and by his successors Bishops of Gloucester and Bristol, as may require confirmation under the common seal of a dean and chapter, shall be presented for confirmation to the dean and chapter of the cathedral church either of Gloucester or of Bristol, accordingly as the right of confirmation thereof would have belonged to the one or to the other dean and chapter, if the union of the two sees had not taken place; and that every such act, gift, grant, and lease, being so confirmed by such dean and chapter, shall be good and valid.

"And we further recommend and propose, that the deanery of the Forest, in the said diocese of Gloucester, but now within the archdeaconry of Hereford, shall forthwith be severed from the said archdeaconry, and exempted and released from the jurisdiction of the archdeacon thereof, and shall be included in the archdeaconry of Gloucester, and that those parts of the existing archdeaconry of Gloucester which now form the deaneries of Bristol, Cirencester, Fairford, and Hawkesbury shall be forthwith absolutely detached and dissevered from the said archdeaconry of Gloucester, and that the same and the rural deans of all the said deaneries respectively shall be exempted and released from all jurisdiction, authority, and control of the present and every future archdeacon of Gloucester; and that all the parishes within the city of Bristol shall be included in and form part of the deanery of Bristol; and that the said deaneries of Bristol, Cirencester, Fairford, and Hawkesbury shall be constituted and made one archdeaconry, and shall be called and known by the name of the archdeaconry of Bristol; and that the Bishop of Gloucester and Bristol for the time being shall and may appoint some fit and proper person to be archdeacon thereof, and that the said archdeaconry, and the archdeacon thereof, and all parishes and places, churches and chapels, within the limits thereof, and all rural deans, and the whole clergy, and others Your Majesty's subjects within the same, shall be under and subject to the episcopal jurisdiction, authority, and control of the Bishop of Gloucester and Bristol for the time being, as entirely and effectually, to all intents and purposes, as the archdeaconry and archdeacon of Gloucester are now subject to the episcopal jurisdiction, authority and control of the said Bishop of Gloucester; provided that nothing herein contained shall affect any part of the parish of Bedminster.

"And we further recommend and propose, that the right of appointing the archdeacons of both the said archdeaconries of Gloucester and Bristol respectively shall be vested in the said Bishop of Gloucester and Bristol, and his successors Bishops of Gloucester and Bristol for ever.

"And whereas it is expedient that the Bishop of Gloucester and Bristol for the time being should reside sometimes at or near to Bristol, as well as at Gloucester; and that for this purpose a second house of residence should be provided for the said Bishop in some convenient situation at or near to the said city of Bristol, we further recommend and propose that the site of the episcopal palace heretofore possessed and occupied by Bishops of Bristol for the time being, but lately so much injured and impaired as to be wholly unfit for habitation, shall be forthwith sold under our direction, and shall and may be conveyed by the said Bishop of Gloucester and Bristol to the purchaser thereof, and that the proceeds of such sale, together with such portion of the sum lately recovered as damages in an action for compensation for such injury, and the accumulations thereof, as shall remain after payment of all proper expenses incident thereto, shall be paid and transferred to us, for the purpose of being applied towards the purchase or erection, under our authority and direction, of a fit house of residence, to be situate as aforesaid; provided that such house, or the site whereupon any such house is proposed to be erected, shall be first submitted to and approved of by your Majesty in Council.

"And we further recommend and propose, that nothing herein contained shall prevent us from recommending and proposing other measures relating to the said Bishoprick of Gloucester and Bristol, in conformity to the provisions of the said Act.

"All which we humbly recommend and propose to your Majesty in Council.

"In witness whereof we have hereunto set our common seal this fourth day of October in the year one thousand eight hundred and thirty-six."

Now, therefore, his Majesty, having taken the said scheme into consideration, is pleased, by and with the advice of his Privy Council, hereby to approve thereof and to ratify the same; and it is hereby, by and with the advice aforesaid, ordered and directed, that this Order shall be forthwith registered by the registrars of the dioceses of Gloucester and Bristol respectively in the registries of their respective dioceses; and that the said registrars do forthwith certify to his Majesty in Council, that they have complied with these commands; and it is hereby further ordered and directed, by and with the advice aforesaid, that this order shall be forthwith inserted and published in the London Gazette, and that the same, together with the said scheme and every part thereof, shall have full and perfect effect from and immediately after such registration, and insertion and publication as aforesaid.

C. C. Greville.

No. 2.

ORDER in COUNCIL for providing a Residence for the Bishops of *Gloucester* and *Bristol.*

Gazetted 21st April 1840; having been duly Registered.

AT the Court at Buckingham Palace, the 3d day of April 1840,

Present: The QUEEN's most Excellent Majesty in Council.

WHEREAS by an Act passed in the Session of Parliament, held in the sixth and seventh years of the reign of his late Majesty King William the Fourth, intituled, "An Act for carrying into effect the reports of the Commissioners appointed to consider the state of the Established Church in England and Wales, with reference to ecclesiastical duties and revenues, so far as they relate to episcopal dioceses, revenues and patronage," reciting, amongst other things, that his said late Majesty was pleased, on the fourth day of February, and on the sixth day of June, in the year one thousand eight hundred and thirty-five, to issue two several commissions to certain persons therein respectively named, directing them to consider the state of the several dioceses in England and Wales, with reference to the amount of their revenues, and the more equal distribution of episcopal duties, and the prevention of the necessity of attaching, by commendam, to bishopricks, benefices with cure of souls; and to consider also the state of the several cathedral and collegiate churches in England and Wales, with a view to the suggestion of such measures as might render them conducive to the efficiency of the Established Church, and to devise the best mode of providing for the cure of souls, with special reference to the residence of the clergy on their respective benefices; and reciting, that the said Commissioners had, in pursuance of such directions, made four several reports to his said late Majesty, bearing date respectively the seventeenth day of March one thousand eight hundred and thirty-five, the fourth day of March, the twentieth day of May, and the twenty-fourth day of June, one thousand eight hundred and thirty-six; and reciting, that the said Commissioners had in their said reports, amongst other things, recommended that Commissioners should be appointed by Parliament for the purpose of preparing and laying before his Majesty in Council such schemes as should appear to them to be best adapted for carrying into effect, amongst other things, the following recommendations; and that his Majesty in Council should be empowered to make orders ratifying such schemes and having the full force of law; and that for the purpose of providing the Bishop of any diocese with a more suitable and convenient residence than that which now belongs to his see, sanction should be given for purchases or exchanges of houses or lands, or for the sale of lands belonging to the respective sees; and that so much of the sum of six thousand pounds recovered by the late Bishop of Bristol for damages done to the episcopal residence at Bristol, and of its accumulations, as may remain after deducting proper expenses, together with the money arising from the sale of the site of such residence, if sold, be applied to the purchase or erection of a residence for the Bishop of the see of Bristol and Gloucester.

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It is enacted, amongst other things, that the Lord Archbishop of Canterbury for the time being, the Lord Archbishop of York, and Lord Bishop of London for the time being, John Lord Bishop of Lincoln, James Henry Lord Bishop of Gloucester, the Lord High Chancellor of Great Britain, the Lord President of the Council, the Lord High Treasurer or the First Lord of the Treasury, and the Chancellor of the Exchequer for the time being respectively, and such one of his Majesty's Principal Secretaries of State as should be for that purpose nominated by his Majesty under his royal sign manual (such Lord Chancellor, Lord President, Lord High Treasurer or First Lord of the Treasury, Chancellor of the Exchequer, and Secretary of State being respectively members of the United Church of Great Britain and Ireland), the Right Honourable Dudley Earl of Harrowby, the Right Honourable Henry Hobhouse, and the Right Honourable Sir Herbert Jenner, Knight, should, for the purposes of the said Act, be one body politic and corporate, by the name of "The Ecclesiastical Commissioners for England," and by that name should have perpetual succession and a common seal:

And it is further enacted, that the said Commissioners should from time to time prepare and lay before his Majesty in Council such schemes as should appear to the said Commissioners to be best adapted for carrying into effect the thereinbefore recited recommendations, and should in such schemes recommend and propose such measures as might, upon further inquiry, which the said Commissioners are thereby authorized to make, appear to them to be necessary for carrying such recommendations into full and perfect effect; provided always, that nothing therein contained should be construed to prevent the said Commissioners from proposing, in any such scheme, such modifications or variations, as to matters of detail and regulation, as should not be substantially repugnant to any or either of the said recommendations:

And it is further enacted, that when any scheme, prepared under the authority of the said Act, should be approved by his Majesty in Council, it should be lawful for his Majesty in Council to issue an order or orders ratifying the same, and specifying the time or times when such scheme, or the several parts thereof, should take effect, and to direct in every such order that the same should be registered by the registrar of each of the dioceses the Bishops whereof might or should be in any respect affected thereby:

And it is further enacted, that every such order should, as soon as might be after the making and issuing thereof by his Majesty in Council, be inserted and published in the London Gazette:

And it is further enacted, that so soon as any such Order in Council should be so registered and gazetted, it should in all respects, and as to all things therein contained, have and be of the same force and effect as if all and every part thereof were included in the said Act, any law, statute, canon, letters patent, grant, usage, or custom to the contrary notwithstanding:

And whereas the said Commissioners, pursuant to the authority vested in them by the said Act, have duly prepared, and laid before his Majesty in Council, a scheme, bearing date the twenty-sixth day of March one thousand eight hundred and forty, in the words and figures following; that is to say:

"To the QUEEN's most Excellent Majesty in Council.

"We, the Ecclesiastical Commissioners for England, appointed and incorporated by an Act passed in the session of Parliament held in the sixth and seventh years of the reign of his late Majesty King William the Fourth, intituled, 'An Act for carrying into effect the reports of the Commissioners appointed to consider the state of the Established Church in England and Wales with reference to ecclesiastical duties and revenues, so far as they relate to episcopal dioceses, revenues, and patronage,' have in pursuance thereof prepared, and now humbly lay before your Majesty in Council, the following scheme towards carrying into effect the recommendation in the said Act contained, with respect to the residence of the Bishops of Gloucester and Bristol.

"Whereas a negotiation has been commenced and is still pending for the purchase, by the Right Reverend James Henry Bishop of Gloucester and Bristol, of a certain estate at Stapleton, in the county of Gloucester, and lying near to the city of Bristol, with a house, offices, and outbuildings thereupon, and forming part of the said estate; which house, offices, and outbuildings will afford

afford a fit and convenient residence for the said Bishop, and his successors Bishops of Gloucester and Bristol; and we are of opinion that the purchase of the said estate will be beneficial to the said see: Orders in Council

"Now, therefore, we humbly recommend and propose, that the said James Henry Bishop of Gloucester and Bristol, or his successors Bishops of Gloucester and Bristol, may be authorized and empowered to purchase and take a conveyance of the said estate, at and for such price or sum as shall appear to us, upon due inquiry, to be just and reasonable; and that the purchase-money so to be fixed and to be paid for the same shall and may be provided in the several modes hereinafter stated.

"And we recommend and propose, that so much of the moneys recovered by Robert late Bishop of Bristol, for damages done to the episcopal residence at Bristol, as remained after deducting proper expenses, and also the moneys which arose from the sale of the site of the said residence, under our authority and direction, by virtue of an Order of his late Majesty in Council, dated the fifth day of October one thousand eight hundred and thirty-six, all which moneys are now standing to our credit at the Bank of England to an account intituled 'Bristol Palace Account,' together with all accumulations thereof, shall, in the first instance, be applied by us in part of such purchase-money.

"And we further recommend and propose, in conformity with the provisions of the said Act, that the said James Henry Bishop of Gloucester and Bristol, and his successors Bishops of Gloucester and Bristol, may be authorized and empowered with our consent, signified under our common seal in each particular case, to sell and dispose of, at and for such prices and sums respectively as shall, upon due inquiry, appear to us to be just and reasonable, and duly to convey to the purchasers thereof respectively, all the right, title, and interest of him, the said Bishop, and his successors Bishops of Gloucester and Bristol, in and to so much and such parts of the lands, tenements, and other hereditaments now belonging to the said see as, together with such proceeds as aforesaid, will make up, as nearly as may be, a sum sufficient in the whole for completing the purchase of the said estate at Stapleton, as aforesaid, and for putting the said house, offices, and outbuildings thereon in proper repair and condition as an episcopal residence, and for paying the costs, charges, and expenses of and attending the said purchase, and also of and attending all such sales as aforesaid; and that the proceeds of every such sale shall, from time to time, be paid by each purchaser respectively into the Bank of England to our credit, to an account intituled 'Account with the Ecclesiastical Commissioners for England,' to be by us applied as aforesaid; and that it shall not be incumbent on any such purchaser, taking a conveyance with our consent signified as aforesaid, to ascertain that the sale of the lands, tenements, and hereditaments to him conveyed is requisite for the purpose hereby contemplated, nor shall any such purchaser, after paying his purchase-money to our credit as aforesaid, be responsible for, or be bound to look to, the due application of such money.

"And we further recommend and propose, that upon the completion of the purchase of the said estate at Stapleton, the said house, offices, and outbuildings shall become and be an episcopal house of residence of the said James Henry Bishop of Gloucester and Bristol, and his successors Bishops of Gloucester and Bristol, and shall, together with the remainder of the said estate, be by them held and enjoyed in right of the said see of Gloucester and Bristol for ever.

"And we further recommend and propose, that nothing herein contained shall prevent us from recommending and proposing any other measure relating to the said see of Gloucester and Bristol, in conformity with the provisions of the said Act.

"All which we humbly recommend and propose to your Majesty in Council.

"In witness whereof we have hereunto set our common seal this twenty-sixth day of March one thousand eight hundred and forty."

And whereas the said scheme has been approved by Her Majesty in Council; now, therefore, Her Majesty, by and with the advice of Her said Council, is pleased hereby to ratify the said scheme, and to order and direct that the same, and

Orders in Council. every part thereof, shall take effect immediately from and after the time when this Order shall have been registered as hereinafter directed, and shall have been duly published in London Gazette, pursuant to the said Act; and Her Majesty, by and with the like advice, is pleased hereby to direct that this Order be forthwith registered by the registrars of the two several registries of the diocese of Gloucester and Bristol at Bristol and Gloucester.

(signed) *C. C. Greville.*

No. 3.

ORDER in COUNCIL relating to the Revenues of the See of *Gloucester* and *Bristol*, and for abolishing Peculiars in the Diocese of *Gloucester* and *Bristol*.

Gazetted 18th June 1847.

AT the Court at Buckingham Palace, the 17th day of June 1847,

Present: The QUEEN'S Most Excellent Majesty in Council.

WHEREAS the Ecclesiastical Commissioners for England have, in pursuance of an Act passed in the session of Parliament held in the sixth and seventh years of the reign of his late Majesty King William the Fourth, intituled "An Act for carrying into effect the reports of the Commissioners appointed to consider the state of the Established Church in England and Wales, with reference to ecclesiastical duties and revenues, so far as they relate to episcopal dioceses, revenues, and patronage," duly prepared and laid before Her Majesty in Council a scheme, bearing date the tenth day of June in the year one thousand eight hundred and forty-seven, in the words following, that is to say:

"We, the Ecclesiastical Commissioners for England, in pursuance of an Act passed in the session of Parliament held in the sixth and seventh years of the reign of his late Majesty King William the Fourth, intituled 'An Act for carrying into effect the reports of the Commissioners appointed to consider the state of the Established Church in England and Wales, with reference to ecclesiastical duties and revenues, so far as they relate to episcopal dioceses, revenues, and patronage,' have prepared, and now humbly lay before Your Majesty in Council, the following scheme, relating to the revenues of the see of Gloucester and Bristol, and for abolishing peculiars in the diocese of Gloucester and Bristol.

"Whereas it was by the said Act enacted, that in order to provide for the augmentation of the incomes of the smaller bishopricks, such fixed annual sums should be paid to us out of the revenues of the larger sees respectively as should, upon due inquiry and consideration, be determined on, so as to leave as an average annual income to the Archbishops and Bishops therein named the respective sums therein mentioned, and that, out of the fund thus accruing, fixed annual payments should be made by us, in such instances and to such amount as should be in like manner determined on, so that the average annual incomes of the other Bishops respectively should not be less than four thousand pounds, nor more than five thousand pounds; and that at the expiration of every seven years, reckoning from the first day of January one thousand eight hundred and thirty-seven, a new return of the revenues of all the bishopricks should be made to the Commissiouers, and that thereupon the scale of episcopal payments and receipts should be revised, so as to preserve as nearly as might be to each Bishop an amount of income equivalent to that which should have been determined in the first instance to be suitable to the circumstances of his bishoprick, and that such revised scale should take effect, as to each see respectively, upon the then next avoidance thereof; and that if, in determining the mode of regulating the episcopal incomes, either in the first instance or on any future revision of them, it should be deemed expedient to make the alteration required in any case by the subtraction or addition of any real estates, such real estates should be transferred accordingly:

"And whereas, soon after the passing of the said Act, we proceeded to consider the circumstances of the said see of Gloucester and Bristol, and came to a determination that the average annual income of five hundred pounds would be suitable to the circumstances thereof; and having also considered the informa-

tion

tion then before us respecting the actual average annual income of the said see, we did not find ourselves prepared to make any recommendation respecting the revenues thereof: Orders in Council

"And whereas, in pursuance of the provisions of the said Act, we did, at the expiration of the first seven years, reckoning from the first day of January, in the year one thousand eight hundred and thirty-seven, obtain a new return of the revenues of the said see; and it appears upon such return, that in order to preserve as nearly as may be to the future Bishops thereof the amount of income aforesaid, the following arrangement should be made respecting such revenues:

"And whereas the lands, tithes, tenements, and hereditaments, described in the schedule hereunto annexed, forming part of the estates of the said see, were, in the year one thousand eight hundred and seventeen, demised by a certain lease for lives, which is still subsisting, and it appears to us to be expedient that the same should be subtracted from the said see, and transferred to us for the purposes of the same Act:

"We, therefore, humbly recommend and propose, that from and after the next avoidance of the said see of Gloucester and Bristol, the Bishop succeeding thereto and his successors shall pay, or cause so be paid, to our credit, into the Bank of England, to an account intituled 'Account with the Ecclesiastical Commissioners for England,' by equal half-yearly payments, the fixed annual sum of seven hundred pounds; the first payment to be made at the end of six calendar months from the day of the avoidance of the said see, whether the same shall happen by death, translation, or otherwise; and that whenever a vacancy of the said see shall thereafter happen on any other day than the half-yearly day of payment so calculated as aforesaid, then the next half-yearly payment shall be duly apportioned and paid between and by the Bishop making the vacancy, or his representatives, and the Bishop succeeding to the said see.

"And we further recommend and propose, that, immediately upon and from such next avoidance, the said lands, tithes, tenements, and hereditaments, so described in the said schedule, shall, without any assurance in the law other than this scheme, and any duly gazetted Order of your Majesty in Council ratifying the same, become and be subtracted and dissevered from the said see, and transferred to and absolutely vested in us for the purposes of the same Act.

"And whereas it was by the same Act enacted, that it should be competent to us to propose, in any scheme prepared and laid before your Majesty in Council under the provisions thereof, that all parishes, churches, or chapelries locally situate in any diocese, but subject to any peculiar jurisdiction other than the jurisdiction of the Bishop of the diocese in which the same were locally situate, should be only subject to the jurisdiction of the Bishop of the diocese in which the same were locally situate:

"We therefore further recommend and propose, that, upon and after the twenty-first day next after the day upon which any Order of your Majesty in Council ratifying this scheme shall be published in the London Gazette, all parishes and places locally situate within the limits of the said diocese of Gloucester and Bristol, and of the several archdeaconries thereof, and all churches and chapels, and the whole clergy and others, your Majesty's subjects, locally situate within the limits of such parishes and places respectively, shall, notwithstanding any peculiar or other ecclesiastical jurisdiction, or exemption from jurisdiction, which any of such parishes, places, churches, chapels, or clergy may now possess or be subject to, or claim to possess or be subject to, be respectively under and subject only to the jurisdiction and authority of the Bishop of the said diocese, and the archdeacons of the several archdeaconries of such diocese, within the limits of which they shall respectively be so locally situate; except that the cathedral churches of and within the same diocese shall respectively remain and be subject to the jurisdiction and visitation, if any, to which they are now by law respectively subject, and to none other; and we further recommend and propose, that, with the like exceptions, all and each of such parishes, places, churches, and chapels so possessing or being subject to, or claiming to possess or be subject to, any such peculiar jurisdiction, or exemption from jurisdiction, and all other parishes, places, churches, and chapels locally situate within the said diocese, shall severally and respectively be included in and from part of the said diocese and of the archdeaconries and rural deaneries respectively within the limits of which they shall be so locally situate.

Orders in Council.

"And we further recommend and propose, that nothing herein contained shall prevent us from recommending and proposing any other measure relating to the matters aforesaid, in conformity with the provisions of the said Act, or of any other Act of Parliament.

"SCHEDULE.

"All that the estate and manor of Horfield, in the county of Gloucester, and also the parsonages and vicarages of Horfield and Filton, in the same county, and all glebe lands, tithes, and portions of tithes, messuages, tenements, and hereditaments, and all and singular the rights, members, and appurtenances to them or either of them belonging, as the same are demised by a certain indenture of lease, bearing date the fourth day of February, in the year one thousand eight hundred and seventeen, to George Lempriere, as therein described, or intended so to be (except any advowson or right of patronage or presentation)."

And whereas the said scheme has been approved by Her Majesty in Council; now, therefore, Her Majesty, by and with the advice of Her said Council, is pleased hereby to ratify the said scheme, and to order and direct that the same, and every part thereof, shall be effectual in law immediately from and after the time when this Order shall have been duly published in the London Gazette, pursuant to the said Act; and Her Majesty, by and with the like advice, is pleased hereby to direct, that this Order be forthwith registered by the registrars of the two several registries of the diocese of Gloucester and Bristol, at Bristol and Gloucester.

(signed) *Wm. L. Bathurst.*

EPISCOPAL PALACE, BRISTOL.

No. 1.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Gloucester, 4 February 1837.

I WILL thank you to make the following communication to the Ecclesiastical Commissioners.

While I was at Bristol I made all inquiries in my power respecting the value of the site of the late palace, and finding that the Dean and Chapter were desirous of becoming the purchasers, I communicated to them that I would recommend to the Commissioners to sell the site and the ruins to them if they would give for them 2,500*l.*, which you will remember was the sum named to the Board as the probable value by the deputies from Bristol last summer.

I have but just received the answer of the Dean and Chapter declining to give that sum, but declaring their readiness to purchase the premises at the price which may be fixed by valuers.

As the peculiar importance of this ground depends upon its locality, and as it must be more valuable to the Dean and Chapter than to any other person, I was advised at Bristol not to consent to submit the question of price to such an assessment as that now proposed, but to endeavour to ascertain what other persons would offer for the property. I should be sorry to do this by power of a public auction, which might lead to the transfer of this site contiguous to the Cathedral into objectionable hands. But I do not see any objection to advertising that the property will be sold by private contract, and that the offers of purchasers may be made at a solicitor's office. This method will not finally preclude the Chapter from purchasing ground which seems to me from its contiguity to the church and to their other property, to be to them almost invaluable.

I wish to know whether the Board will approve of my taking this preliminary step.

I am, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 2.

Episcopal Palace, Bristol.

EXTRACT from the Minutes of General Meeting, held 8 February 1837.

Read,—A letter from the Bishop of Gloucester and Bristol for the sanction of the Board as to the mode of selling the site of the Episcopal Palace at Bristol.

Resolved,—That the property be sold by advertisement and tender, and be divided in lots, in such manner as to obtain the best price for the whole.

Resolved,—That the secretary be directed immediately to communicate with Mr. W. L. Clarke, of Bristol, desiring him to take preliminary steps towards a sale, and to communicate as soon as may be with the Commissioners respecting the details.

No. 3.

FROM the Secretary to *W. L. Clarke*, Esq.

Sir, Whitehall-place, 17 February 1837.

THE Ecclesiastical Commissioners for England are desirous of carrying into effect with as little delay as possible, that part of the Order in Council (*vide* p. 3) for uniting the sees of Gloucester and Bristol which provides for the sale of the site of the Episcopal Palace at Bristol.

The Commissioners are of opinion, that the best mode of sale will be by advertisement and tender, and that the property should be divided into lots in such a manner as to obtain the best price for the whole.

Taking this as the basis of your instructions, you are requested to adopt such preliminary measures as you may deem necessary for carrying the intentions of the Order into execution, and to communicate with me at your earliest convenience respecting the details.

(signed) *C. K. Murray.*

No. 4.

FROM *W. L. Clarke*, Esq. to the Secretary.

Sir, Bristol, 20 February 1837.

I HAD the honour to receive in due course your favour of the 17th instant, conveying to me the opinion and directions of the Ecclesiastical Commissioners as to the sale of the site of the Episcopal Palace at Bristol, and beg in acknowledging its receipt that you will have the goodness to assure their Lordships that I will pay early attention to their commands, and will not fail to communicate with you upon the details as soon as I can make up my mind on the best mode of proceeding consistently with their Lordship's views.

I have, &c.

(signed) *W. L. Clarke.*

No. 5.

FROM *W. L. Clarke*, Esq. to the Secretary.

Sir, Bristol, 3 March 1837.

I HAD the honour to write you on the 20th ultimo, stating that I would pay early attention to the commands of the Ecclesiastical Commissioners on the subject of the sale of the site of the Episcopal Palace in Bristol, and conceiving the best mode of giving effect to those commands was to take the opinion of some eminent surveyor, well acquainted with property in this city, for my assistance in forming my judgment as to the course to be pursued consistently with the opinions and directions of their Lordships, I accordingly consulted Messrs. Sturge of this city, who are certainly of the most eminence in their profession here, and most extensively employed by our corporation and other public bodies

Episcopal Palace, Bristol.

and individuals in the city and neighbourhood, but owing to their engagements and to other causes, they were not enabled till the present week to give their attention to the matter. They have now viewed the site, and propose having a correct plan taken of the premises, not choosing to rely on that already taken. In the meantime they observe to us, that the access to the ground is remarkably bad, and that on that account and the low situation of the garden, the ground is unfit for building purposes, except small cottages or purposes connected with the business carried on in the adjoining premises. They state, as indeed was apparent to the Lord Bishop of Gloucester and Bristol, that the premises, excepting the detached stable and coachhouse, being surrounded by the property of the dean and chapter, would be a desirable addition to their estate, and that as soon as the plan is taken they shall be better able to form an opinion of the value of the property, and of the best mode of allotting it for sale, and you may rely on my making you the earliest communication in my power. In the meantime I beg you will be pleased to inform the Commissioners that no prejudice will be occasioned by the short delay which will have occurred, as it is not considered desirable, under general circumstances, to offer property here for public sale until the spring has a little further advanced. I have already notified, through a paragraph in our local papers, that the Commissioners had given directions for the immediate sale of the property, and that early detailed advertisements will appear.

I have, &c.
(signed) *W. L. Clarke.*

No. 6.

From the Secretary to *W. L. Clarke*, Esq.

Dear Sir, Whitehall-place, 4 March 1837.

I will take care to lay your letter of yesterday before the Commissioners at their meeting on Monday next, and I have no doubt the course you are pursuing will be quite satisfactory.

(signed) *C. K. Murray.*

No. 7.

From *W. L. Clarke*, Esq., to the Secretary.

Dear Sir, Bristol, 27 March 1837.

I regret that owing to Mr. Sturge's engagements I was unable to obtain his plan and report of the site of the Episcopal Palace and gardens, with the separate stables and coach-house, till Saturday evening.

I am sorry that his report of the property is so unfavourable, but he is certainly right as to the depreciation for the want of any tolerable access, of which, until I first saw a plan of the premises, I was wholly unaware.

I conceive that the best mode of offering the property for sale under the awkward circumstances affecting the garden, will be to make but two lots, the one including the site, ruins, and garden, the other the detached stables and coach-house. There is in the ruins a considerable mass of building stone, which on the spot, and for conversion there, would be valuable as saving the carriage, but not otherwise of much importance here, where building stone is abundant, cheap, and lying within very moderate distances.

I think it due to Messrs. Sturge to say, that from my personal knowledge and their general high character in their profession, implicit reliance may be placed on their statements and opinions.

I have the honour to send you herewith their report and plan, as well as another plan taken some time since, showing the streets and property surrounding the site.

I am sorry that I cannot suggest any mode of disposing of the property with the hope of greater advantage than in that I have pointed out, and waiting the favour of your further communication,

I have, &c.
(signed) *W. L. Clarke.*

Episcopal Palace, Bristol.

No. 7 *a.*

Messrs. *Sturges'* Report and Valuation.

The site of the Bishop's palace in Bristol consists of the ruins of the edifice and a large garden adjoining. The situation of the garden is low, and it is in part bounded by a ship-yard, and by houses and buildings of an inferior description. The access to the premises is remarkably bad, the principal entrance being through the cloisters of the Cathedral (from which to the garden there is a descent of 10 or 12 feet), and it is said that the Dean and Chapter do not admit this to be an unlimited right of way.

There is also a carriage way from a narrow lane to the lower part of the garden, and a footway into the lower green, as shown in the plan.

We think the property is not adapted for building, except very small houses, or buildings connected with trade or manufactories: it would, however, be a desirable addition to the precincts of the Cathedral if purchased by the Dean and Chapter.

The quantity of land is 1 A. 1 R. 12 P.

	£.
We estimate the value in fee, including the materials of the palace, at - - - - - - - - - - - - -	1,260
The stable and coach-house situate at some distance from the palace, and now let at 12*l.* per annum, we estimate at - - - -	270
£.	1,530

Bristol, 25 March 1837. (signed) *Y. & J. P. Sturge.*

No. 8.

From the Secretary to *W. L. Clarke*, Esq.

Dear Sir, Whitehall-place, 3 April 1837.

I have to acknowledge the receipt of your letter of the 27th March, accompanying two plans of the site of the late Bishop's palace at Bristol, and Messrs. Sturges' report and valuation.

A meeting of the Ecclesiastical Commissioners for England will take place next week, when I will lay these documents before them. As they have already decided upon the mode of sale, and as they will most probably adopt your suggestion as to the division of the property, it appears to me desirable that you should forthwith prepare drafts of the advertisement and tenders.

It may in some degree assist you to look at the general form of advertisement and tender which has been settled by the Commissioners as applicable to the sale of the municipal corporation livings; I accordingly enclose this paper.

(signed) *C. K. Murray.*

No. 9.

From Messrs. *Clarke* to the Secretary.

Dear Sir, Bristol, 10 April 1837.

In compliance with the directions contained in your letter to our Mr. Clarke of the 3d instant, we have the honour to transmit you drafts of the advertisement for sale and tender of the site of the Bishop's palace and garden ground adjoining, and likewise of the stabling and coach-house.

Yours, &c.

(signed) *Clarke & Sons.*

Episcopal Palace, Bristol.

No. 10.

LETTER from the Bishop of *Gloucester* and *Bristol* to the Secretary.

(Extract.)

THE surveyor has, it seems, recommended that the whole of the site of the palace should be sold in one lot, and the stables and coach-house in another. Now these stables and coach-house are unconnected with the palace and at some distance from it, on the other side of the College Green. Had the property been so circumstanced that these buildings were necessary to the occupation of the larger premises, or likely to give an additional value to them by their annexation, the Commissioners would be fairly justified in considering them as part of the palace, and in selling them as such under the authority of the Act of Parliament; but as it seems they are unconnected not only in situation but in character, I hardly see how we are authorized in selling them under the Act more than any other houses belonging to the see; nor would any object be gained by so doing, and a deduction would be made of 12*l.* from the rental of the see.

I remain, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 11.

EXTRACT from the Minutes of General Meeting, held 14 April 1837.

Read,—The report of the surveyors, Messrs. Sturge, of Bristol (No. 7 *a*, *antea*), respecting the nature and value of the property comprising the site of the Episcopal Palace there, with a letter from Messrs. Clarke and Sons (No. 7, *antea*), suggesting the division of the property into two lots only, the one consisting of the palace and site, the other of a detached stable and coach-house.

Read,—A letter from the Bishop of Gloucester and Bristol (No. 10, *antea*, objecting to the sale of the latter portion at all, on account of its being wholly unconnected with the palace and site, and its annual rent of 12*l.* forming part of the revenues of the see.

Consideration postponed.

Resolved,—That it seems to be so desirable that the palace site should become the property of the Dean and Chapter of Bristol, that it is better to suspend the sale for the present to enable that body, after the appointment of a new Dean, to have full opportunity of considering the eligibility of the purchase.

That a communication to this effect be made to the Bishop, and that Messrs. Clarke and Son be desired to stay proceedings.

No. 12.

LETTER from the Secretary to the Bishop of *Gloucester* and *Bristol.*

5, Whitehall-place, 15 April 1837.

(Extract.)

THE Commissioners seem to acquiesce in the opinion that the stables, &c., do not come within the scope of the power of sale conveyed by the Act; but they have determined that the whole affair had better stand over for the present, and until the new Dean of Bristol shall have had full opportunity for considering the eligibility of the purchase by the Dean and Chapter.

No. 13.

From the Secretary to *W. L. Clarke*, Esq.

Dear Sir, Whitehall-place, 15 April 1837.

The Commissioners wish that the affair of the sale should stand over for the present; when they consider it ripe for further proceedings I will communicate with you.

Yours, &c.
(signed) *C. K. Murray.*

No. 14.

Extract from the Minutes of General Meeting, held 12 May 1837.

The Bishop of Gloucester and Bristol reopened the question of the sale of the site of the Episcopal Palace at Bristol, which had been suspended to give an opportunity of communicating with the new Dean of Bristol, who was now resident at the deanery.

Ordered,—That the secretary write to the Dean with reference to the eligibility of the purchase by the Chapter, on account of the situation of the property with relation to the cathedral church.

No. 15.

From the Dean of *Bristol* to the Secretary.

Sir, Deanery, Bristol, 17 May 1837.

In reply to the communication which the Church Commissioners have done me the honour to make through you, on the subject of the site of the late Episcopal Palace at Bristol, I beg to say that I will lay your letter before the Chapter at their next general meeting, on the 23d of June.

From the recency of my connexion with Bristol it cannot be supposed that I am capable of judging very accurately of the value of the premises in question. But it is obvious, on a first view, that they never can be of much value for commercial purposes; among other strong reasons, for want of a carriage entrance into them. Houses perhaps might be built there, but they would be of the lowest description. This might certainly be a nuisance to the church, which the diocesan, as well as the Dean and Chapter, would regret; and both are equally interested in preventing. The situation is also far from being healthy, or desirable to any respectable person (not belonging to the Church) as a dwelling. The materials of the old palace are said to be barely worth the cost of removal. The best use to which the site could be converted would be to make a cemetery of it, either for the Cathedral or for the parish of St. Augustine's. If I am rightly informed, in the time of the late Dean an offer was made to the Commissioners to leave the valuation of the property in the hands of two competent and creditable surveyors in, the usual form, and their report was to be decisive. This seems so reasonable a proposition that the Commissioners will hardly refuse their assent to it.

I am, &c.
(signed) *T. Musgrave.*

No. 16.

Extract from Minutes of General Meeting, held 20 May 1837.

Read,—The following letter from the Dean of Bristol (*vide* No. 15, *antea*).

Resolved,—That the Commissioners feel it to be their duty to sell the site of the palace to the best advantage, and therefore determine to adhere to their

Episcopal Palace, Bristol.

original resolution of selling by public advertisement and tender, reserving to themselves the right to reject any tender.

That Messrs. Clarke, of Bristol, be accordingly instructed forthwith to proceed with the sale, fixing the 30th June as the last day for receiving tenders.

That the substance of these resolutions be communicated to the Dean, with an intimation that the time allowed will afford an opportunity to the Chapter of determining, at their next general meeting, as to the propriety of lodging any tender for the purchase of the property.

No. 17.

Extract from Minutes of General Meeting, held 24 May 1837.

The subject of the sale of the site of the Episcopal Palace at Bristol, having been further considered,

Resolved,—That the Commissioners consider the stable and coach-house as coming within the provisions of the Act, and that it be therefore sold, but in a separate lot.

The conditions of sale were then agreed upon, and desired to be transmitted to Messrs. Clarke, of Bristol.

No. 18.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 26 May 1837.

We beg to acknowledge the receipt of the papers herein, to which due attention has been given, and your instructions shall be punctually followed; the advertisement will appear in the Bristol papers of to-morrow, and we send up copies of the advertisement to one morning and one evening London papers of extensive circulation. We presume that it need not appear in other London papers; we should recommend the insertion of the advertisement in the Bath Chronicle, and the Gloucestershire Chronicle also, and will send copies of the advertisement to those papers.

Our impression is, that if the entrance from the cloisters be withheld, the value of the property will be considerably diminished. Mr. Sturge is from home, but returns on Monday; we will then see and confer with him, and arrange as to the other points in your letter. We cannot get the tenders printed until after we have seen him.

We remain, &c.
(signed) *Clarke & Sons.*

No. 19.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 29 May 1837.

We have been with Mr. Sturge this morning, and he thinks with us, that before deciding as to the entrances to the palace ground, we should communicate further with you.

The entrances to the palace when inhabited (as you probably know) were one through a large double door at the end of the cloisters; this led into the entrance hall; another below, through a passage from the Lower Green, under the registrar's house, and one of the prebendal houses, forming a back entrance to the registrar's and two of the prebendal houses; this passage or archway, as it is, led to the kitchen and offices of the palace, and served as the servants' entrance.

Episcopal Palace, Bristol.

entrance. There is another way of entering, viz., up a lane leading from the bottom of the Lower Green, which brings you to the bottom of the Bishop's garden. The entrance under the registrar's house is of an uncertain width, and may be described, if description is necessary, as "the former back entrance to the palace;" the archway is not of sufficient height for a carriage of any sort, and being a dirty back way, cannot be used as a principal (walking) entrance to any buildings which may be erected on the palace ground; and the entrance to the bottom of the garden is still more objectionable as a principal walking entrance. The ground fronts the south, and might be laid out as sites for small respectable dwellings, falling in rows under each other; at least this was the plan which the builders who went over the ground stated to us as the only one to be followed. The entrance, though restricted to a foot entrance, would have been through the old doorway in the cloisters, at which an open iron gate would probably have been fixed, and as long as there exists a back entrance for carriages and carts from the bottom, the value of the land would not be materially prejudiced by restricting the upper entrance to foot passengers only. There are rows of buildings at Clifton, Bath, and elsewhere, to which the carriage entrance is at the back, and through the servants' apartments only; but there is a pleasant walking entrance to the principal part, and we apprehend that unrestricted, any purchaser would have the same right of driving a carriage as far as the old door way of the palace, as a former Bishop had. On asking Mr. Sturge what the difference in value was from shutting up the doorway in question, he states the difference will be very great, rendering any former valuation useless.

Under these circumstances, we humbly submit that the palace ground should be offered for public competition, with such ways and entrances as belong to it, the tenders not binding themselves to any in particular, but leaving the purchaser or purchasers to maintain such rights of way as are legally annexed to it, which would be the course pursued in an ordinary sale. If our view of this matter be considered correct, probably the sixth condition may stand in the form enclosed instead of that transmitted to us by you. Trusting you will excuse the liberty we are taking in troubling you at such length,

We remain, &c.
(signed) *Clarke & Sons.*

No. 20.

From Messrs. *Clarke & Sons* to the Secretary.

Sir, Bristol, 30 May 1837.

In reply to your favour of 26th instant, accompanied by a London Gazette, containing an Order of His Majesty in Council (*vide* p. 3) ratifying a scheme prepared by the Ecclesiastical Commissioners for England for uniting the sees of Gloucester and Bristol, drawing my attention to the direction that such portion of the sum recovered as damages for compensation for injury done to the Episcopal Palace of Bristol, and the accumulations thereof, as shall remain after payment of all proper expenses, should be paid and transferred to the Commissioners; and also, by direction of the Commissioners, requesting, that in conjunction with the Bishop of Ely and Mr. Burder, I will cause an account relating to this matter to be rendered to the Commissioners with as little delay as possible, including the amount and particulars of the expenses incurred, in order that the balance may be transferred and paid to the Commissioners, I beg leave respectfully to acquaint you that I have no means whatever of complying with the request contained in your favour, so far as relates to making up any account of the transaction therein alluded to, of which I was at the time wholly uninformed, and in which I have never in any manner interfered nor been concerned, further than the introduction of my name with that of the Lord Bishop of Ely and Mr. Burder, as temporary trustees of the fund, of which I was also ignorant till casually informed by the Bishop some time afterwards.

Neither am I aware of the extent of the sum deposited, its accumulations, or even the nature of the investment, further than that I believe it is in Exchequer bills in the hands of a London banker.

Episcopal Palace, Bristol.

I shall have great pleasure in concurring in any account which the Bishop of Ely and Mr. Burder may furnish to the Commissioners of the transaction, so far as my formal concurrence may be required; and also, as it will be my duty to concur with the Bishop and Mr. Burder in any proceeding requisite, in order that the balance may be forthwith transferred or paid to the Commissioners, as mentioned in the conclusion of your letter, and in any other respect taking such course as may be within my power for facilitating the objects and directions of the Commissioners in the matter, on being favoured therewith.

I entertain no doubt whatever that the transaction passed under Mr. Burder's management, and from him the account can be obtained.

I have, &c.
(signed) *W. L. Clarke & Sons.*

No. 21.

FROM Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 31 May 1837.

WE take the liberty of reminding you that the printing of the tenders for the Bishop's palace ground is necessarily suspended until the decision of the Commissioners as to the entrances has been communicated to us.

We have, &c.
(signed) *Clarke & Sons.*

No. 22.

EXTRACT from Minutes of General Meeting, held 1 June 1837.

☞ *Read*,—A letter from Messrs. Clarke & Son, (No. 19, *antea*) of Bristol, suggesting an alteration in the form of tender for the sale of the site of the Episcopal Palace: assented to.

No. 23.

FROM *J. Burder*, Esq. to the Secretary.

Sir, 3 June 1837.

THE Bishop of Ely, Mr. Clarke, and myself have given Messrs. Child directions to transfer the fund in their hands awarded for the late palace at Bristol, to the account of the Ecclesiastical Commissioners for England, at the Bank of England.

I am, &c.
(signed) *John Burder.*

No. 24.

FROM Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Bristol, 5 June 1837.

WE send you 10 copies of the tenders for the palace site; if more are wanted you will be so good as to write for them.

We enclose a proof of the tender for the stabling (also your own draft, lest you may want the latter).

In the third condition may the blank be filled up by the words "premises were;" in fact, was the stabling included in the grant?—The tenders wait your reply.

We remain, &c.
(signed) *Clarke & Sons.*

Episcopal Palace, Bristol.

No. 25.

FROM the Secretary to Messrs. *Clarke & Sons.*

Dear Sirs, Whitehall-place, 6 June 1837.

THE best answer I can give to your letter of yesterday is to refer you to the letters patent for founding the see of Bristol (Rymer's Fœdera, vol. xiv.), and especially to the passage beginning at the foot of page 750, and proceeding at page 751. The words of this clause appear to be fully sufficient to convey the stable and coach-house, and unless you have any document to negative the presumption of their having passed to the see under that conveyance, you will, I think, feel no difficulty in filling up the blank as you propose by the words "premises were."

(signed) *C. K. Murray.*

No. 26.

FROM *J. Burder*, Esq. to the Secretary.

Sir, 27, Parliament-street, June 1837.

I BEG to send you a copy of the Bristol palace account, and to say that the amount has been paid over to the Ecclesiastical Commissioners' account at the Bank of England.

I am, &c.

(signed) *John Burder.*

No. 26 *a.*

THE Right Rev. *Joseph Allen*, lately Lord Bishop of *Bristol*, now Lord Bishop of *Ely*, *John Burder*, and *William Lewton Clarke*, Esquires, in Account with Messrs. *Child* & Co., per Contra.

Cr.

1835:		£.	s.	d.
June 20	Received, W. Gray - - -	5,495	19	11
Oct. 3	Interest on 300*l.* Exchequer Bill, dated 30th September 1834, exchanged 17th instant - -	6	16	6
Dec. 21	Interest on 5,000*l.* Exchequer Bill, dated 16th December 1834, exchanged 17th instant - -	114	17	6
1836:				
June 27	Interest on 100*l.* Exchequer Bill, dated 22d June 1835, exchanged 22d instant - - - - -	2	5	9
Oct. 4	Interest on 300*l.* Exchequer Bill, dated 29th September 1835, exchanged 29th September - -	6	17	3
Dec. 21	Interest on 5,000*l.* Exchequer Bill, dated 17th December 1835, exchanged 19th instant - -	120	16	8
	£.	5,747	3	7

3 June 1837: 5,600*l.* Exchequer Bills paid into the Bank of England on account of the Ecclesiastical Commissioners.

Dr.

1835:		£.	s.	d.
June 22	Paid for 5,000*l.* Exchequer Bill, 16th December; 300*l.* Exchequer Bill, 30th September, at 29*s.*	5,443	4	4
Dec. 19	Paid for 100*l.* Exchequer Bill, 22d June, at 16*s.* - - -	101	19	6
1836:				
Dec. 22	Paid for 200*l.* Exchequer Bill, at 18*s.* - - - - - -	201	19	3
1837:				
June 3	Bank of England for Ecclesiastical Commissioners of England -	-	-	6
	£.	5,747	3	7

Episcopal Palace, Bristol.

No. 27.

Extract from Minutes of General Meeting, held 10 June 1837.

The secretary laid before the meeting an account of the Bristol palace fund, transmitted by Mr. Burder, from which it appeared that Exchequer bills to the amount of 5,600*l.* and 6*d.* in cash had been transferred to the account of the Commissioners at the Bank of England.

No. 28.

From the Dean of *Bristol* to the Secretary.

Sir, Deanery, Bristol, 24 June 1837.

I beg leave to forward you the accompanying resolutions, passed at a general meeting of the Dean and Chapter of Bristol yesterday, on the subject of the site of the late Episcopal Palace in this city. You will oblige me by laying the same before the Ecclesiastical Commissioners at their earliest meeting.

I remain, &c.
(signed) *T. Musgrave*, Dean.

No. 28 *a*.

From the Dean of *Bristol* to the Ecclesiastical Commissioners for *England*.

At a General Chapter, held in the Chapter House of the Cathedral Church of *Bristol*, this 23d day of June 1837, the following Resolutions were agreed upon, and ordered to be sent to the Ecclesiastical Commissioners sitting in Whitehall Place, *London*.

Resolved :

1. That this Chapter views with surprise and regret the course pursued by the Ecclesiastical Commissioners with reference to the sale of the site of the late Episcopal Palace in the city of Bristol.

2. That the Ecclesiastical Commissioners, or some of them, are, or should be, equally with the Dean and Chapter, interested in preventing interruption and inconvenience to the services of the Cathedral, and in protecting the precincts from nuisances; and hence it was but reasonable to expect that the Commissioners would have acceded at once to the ready offer of the Dean and Chapter to abide by the decision of two respectable and competent valuers.

3. That circumstanced as the Dean and Chapter are, by having been individually sworn at their installation to maintain inviolate the property of their Cathedral church, they are manifestly prevented from giving more than a fair and equitable price for the property in question; and the legal advisers of the Accountant-general of the Court of Chancery, who holds the funds from which the payment must come, would not allow more than such equitable price to be paid.

4. That the sum demanded by the Bishop of the diocese, viz. 2,500*l.*, far exceeds the utmost value of the premises, according to two separate and independent valuations very recently made by two most respectable and competent surveyors.

5. That from the printed proposal to sell by tender, it appears that the Ecclesiastical Commissioners (some of them, perhaps, being unacquainted with the locality of the premises, as immediately contiguous to the Cathedral and prebendal houses) have abandoned all intention of securing the said Cathedral and its precincts from aprehended and almost certain injury and nuisances. And that

Episcopal Palace, Bristol.

that as the Dean and Chapter, by their knowledge of the Bishop's expectations, are debarred from making any offer in this way, with the slightest prospect of becoming the purchasers, they will be compelled to protect the Cathedral in such other manner as may be in their power and as they may hereafter be advised.

6. That the Commissioners be respectfully informed that there is no public way for carts or carriages up to the episcopal site, and that it will be the absolute duty of the Dean and Chapter to resist every pretence to any public way through the cloister court.

7. That the Dean be requested to communicate these resolutions to the Commissioners, and at the same time to repeat the willingness of the Dean and Chapter to abide by their former offer, of submitting to the valuation of mutual surveyors, while they would declare in the strongest and in solemn terms, that their only object in making such offer is to protect the Cathedral and its precincts from what may prove a grievous and intolerable injury; for it is obvious that no adequate return can be obtained from their possession of the property at all commensurate with the sacrifice they would have to make in the purchase.

(signed) *Thomas Musgrave*, Dean.

No. 29.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, Whitehall-place, 30 June 1837.

All tenders delivered here are put in a locked box, with an aperture at the top for their reception, which box is only opened at the meeting at which the tenders themselves are to be opened. If, however, you still wish to be informed of the number lodged for the Bristol palace, I will open the box.

(signed) *C. K. Murray.*

I have a letter from Mr. Hobhouse, approving the course of having simply acknowledged the Bristol Chapter resolutions in the first instance, and of reserving any answer until its terms shall be well weighed at a meeting.

No. 30.

Extract from Minutes of General Meeting, held 3 July 1837.

The last day for receiving tenders for the site, &c. of the Episcopal Palace at Bristol having passed, the Commissioners proceeded to open the tenders, when it appeared that there was one offer only for each of the two parcels; viz., 1,020 *l.* for the first (the palace site), and 150 *l.* for the second (the stabling).

Read,—The following resolutions upon the subject, passed by the Dean and Chapter of Bristol on the 23d June, and transmitted by the Dean (*vide* No. 28 *a*, *antea*).

Resolved,—That the Commissioners greatly regret to observe the spirit in which these resolutions are framed, which appears to have arisen from an entire misconception of the motives by which they have been actuated in the conduct of this business.

That the Commissioners considered themselves as standing in the situation of trustees of the property, and bound to obtain the best price for it.

That the deputation from Bristol which attended the Commissioners on 19th April 1836, having stated the estimated value at between 2,000 *l.* and 3,000 *l.*, and Messrs. Sturge, who valued on behalf of the Commissioners, having placed it at 1,530 *l.*, the Commissioners conceived that the best mode of arriving more nearly at the real value would be to open a public competition for the property, and did not in that stage of the business feel themselves at liberty to acquiesce in the proposal of the Dean and Chapter to abide by the decision of the valuers.

That the mode of sale by advertisement and tender which was determined upon by the Commissioners in conformity with the principle adopted in other

Episcopal Palace, Bristol.

cases of sales of property under their direction, gave an equal chance of purchase to the Chapter of Bristol, with any other party, and the Commissioners are of opinion that nothing which had previously passed between the Bishop and the Chapter in any way interfered with their making a tender.

That, moreover, the Commissioners feeling the importance of the purchase to the Dean and Chapter, postponed the sale for the express purpose of communicating with them upon the subject, and of giving them the fullest opportunity to offer a fair price for the property.

That by the 7th condition of sale the Commissioners expressly reserved to themselves the right of rejecting any tender, and thereby virtually, as they conceived, retained the power of selling the property to the Dean and Chapter at an adequate price.

That under all these circumstances the Commissioners cannot but regret that an erroneous view of the matter should have deterred the Dean and Chapter from sending in a tender of what they conceived to be an equitable price for the property, the more so as it appears from their own resolutions that they were in possession of estimates by two respectable surveyors.

That the Commissioners feel it proper to exercise their right of rejecting the tenders now made, and having opened the property to public competition, and not having after full notice received such an offer as they think they ought under the circumstances to accept, they now consider themselves exonerated, and at liberty to treat privately with the Dean and Chapter.

That the first step to be taken is to ascertain what the Dean and Chapter are willing to give for the property, and that with this view the general substance of the foregoing resolutions be conveyed to the Dean, with a request that he will furnish the Commissioners with the amount of the two several estimates referred to in the resolutions (*vide* No. 33, *postea*).

No. 31.

LETTER from the Secretary to the Right Hon. *Henry Hobhouse*.

Whitehall-place, 5 July 1837.

(Extract.)

THERE was but one tender for the Bristol palace site of 1,020 *l*., and one only for the stabling of 150 *l*. Neither of these was approved, and a long discussion ensued as to the mode of dealing with the Bristol Chapter, which ended, as I humbly think, very unsatisfactorily.

No. 32.

LETTER from the Right Honourable *Henry Hobhouse* to the Secretary.

Hadspen, 6 July 1837.

(Extract.)

I PRESUME that the tender received was not from the Chapter. If so, I would postpone *sine die* the further consideration of the mode of sale, and would acquaint the Chapter with that resolution in a letter temperately exposing the false view they have taken of the subject, leaving an opening for their making some proposal, but neither proposing to submit to a valuation, nor asking what they deem the value. If it should, however, be resolved to submit to a valuation, I strongly recommend that the umpire should be named by the two valuers nominated by the parties, before the valuers proceed upon their work. For after the valuers have disagreed in their computations, they will never agree as to the umpire; and the intermediate trouble and expense will not merely save been incurred in vain, but the sellers will be in a worse situation than they are now.

Episcopal Palace, Bristol.

No. 33.

Extract from Minutes of General Meeting, held 7 July 1837.

The secretary having reported that he had not yet written to the Dean of Bristol, and having read a suggestion from Mr. Hobhouse on the subject of the sale of Bristol palace, the Commissioners took into further consideration the last of the resolutions passed at the last meeting as to the future steps to be taken in this matter (No. 30, *antea*).

Resolved,—That the said resolutions be rescinded, and that for the reasons set forth in the previous resolutions, the Commissioners are of opinion that they may now properly accept the offer of the Dean and Chapter to purchase the property at a price to be determined on by valuers on each side.

That this resolution be communicated to the Dean.

That instructions be given to Messrs. Clarke, of Bristol, to take the necessary steps towards the completion of this arrangement, with a direction to name Messrs. Sturge as the valuers on the part of the Commissioners, and to make it part of the agreement that the valuers should, before they proceed to their valuation, fix upon the person to be called in as umpire in case of need.

No. 34.

Extract of a Letter from the Secretary to the Right Honourable *Henry Hobhouse*.

Whitehall-place, 10 July 1837.

I send a copy of the resolutions passed upon this subject; you will see that the Commissioners have preferred bringing the matter to a final close, by accepting, in the altered state of things, the offer of the Dean and Chapter, and have adopted your suggestion respecting the umpire. In my letter I am carefully to abstain from giving any reason for the non-acceptance of the tender, but simply to state that there was none which, under the circumstance, they thought of such a nature as to justify their accepting it.

No. 35.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 28 July 1837.

We were honoured by a communication from yourself as secretary to the Board of Ecclesiastical Commissioners for England, dated the 14th instant, acquainting us that the Commissioners felt themselves now at liberty to adopt the offer made to them by the Dean and Chapter of Bristol to purchase the property at a price to be agreed upon by mutual surveyors; and directing us to take the necessary steps towards carrying this arrangement into effect by the nomination of Mr. Sturge as valuer on the part of the Commissioners.

We beg respectfully to state that we are proceeding with your directions in this respect as expeditiously as the negotiation will admit of; and that so soon as the same has been concluded on, agreeably to the orders of the Commissioners, we will lose no time in forwarding to you the result of the meetings of the respective arbitrators.

We remain, &c.
(signed) *Clarke & Sons.*

No. 36.

From *W. Clarke*, Esq., to the Secretary.

Dear Sir, Registrar's Office, Bristol, 28 July 1837.

Mr. Edward Fox, the tenant of the stabling and coachhouse in the Lower Green, this morning applied to me for the probable price at which this part of

Episcopal Palace, Bristol.

the property would be parted with; and after some conversation (in which of course, as the tenant, his views of the present inadequacy of the annual rent differed from mine materially), he authorised my making a tender to the Board of 200*l.*

Being apprehensive that you might have ere this closed with some other party, I thought before sending up the tender in the form prescribed I would take the liberty of asking whether any proposal from Mr. Fox would be now in time, and whether it had better be signed by himself personally or by me in his behalf.

I remain, &c.
(signed) *William Clarke.*

No. 37.

Extract from Minutes of General Meeting, held 1 August 1837.

Read,—A communication from Messrs. Clarke, of Bristol, that they were proceeding upon the instructions of the Commissioners respecting the sale of the palace site, &c., and adding that Mr. Edward Fox, the present tenant of the stabling, was willing to purchase that lot for 200*l.*

Resolved,—That the Secretary ascertain whether the Dean and Chapter intend to include these premises in the terms of their agreement to purchase at a valuation; and if not, that the lot be offered to Mr. Fox at the price of 250*l.*

It was further understood that the matter was far enough advanced to enable the Bishop to negotiate for a new house in case he should meet with a suitable one; but that any treaty must be considered as wholly subject to the final approval of the Commissioners.

No. 38.

From the Secretary to Messrs. *Clarke & Son.*

Dear Sir, Whitehall-place, 1 August 1837.

Before I can answer your last letter relating to the stable, I must privately put the following question to you:

Is it distinctly understood by the Dean and Chapter, or the person representing them, that the stabling does not form part of the property to be purchased by them at a valuation? The intention of the Commissioners was to include it, and so I meant my instructions to you to be understood.

If, however, it turns out that this is not the view taken by the Dean and Chapter, and that they do not wish to become purchasers of the stabling, I shall, from learning this from you, be in a situation to instruct you upon the offer made by Mr. Fox. Let me hear as soon as possible;

And am, &c.
(signed) *C. K. Murray.*

No. 39.

From *W. Clarke*, Esq., to the Secretary.

Dear Sir, Registrar's Office, Bristol, 2 August 1837.

I have just ascertained it is not the intention of the Dean and Chapter to purchase the stabling rented by Fox. I had before imagined as much, from the Chapter clerk having procured a form of tender for the garden ground only, and not for the stabling; but he has distinctly informed our clerk this morning that the Chapter will not make any proposals beyond the garden ground. There will be a meeting of the Chapter on the 15th instant, when doubtless the necessary arrangements will be made for the meeting of their surveyor with Mr. Sturge,

Sturge, whom I have retained for the Ecclesiastical Commissioners, pursuant to your directions, and you may rely on our best attention being given to the business. Episcopal Palace, Bristol.

I have, &c.
(signed) *William Clarke.*

P. S.—May I beg the favour of a printed form of direction to the Board, under cover to the Secretary of State (as I have mislaid that you were so kind as to forward).

No. 40.

From the Secretary to Messrs. *Clarke & Sons.*

Dear Sir, Whitehall-place, 4 August 1837.

In reply to your letter of the 2d instant, informing me that it is not the intention of the Dean and Chapter to purchase the stabling rented by Mr. Fox, I am at liberty to acquaint you that the Ecclesiastical Commissioners for England, at their meeting on Tuesday last, passed a resolution that in the event of this being the case, Mr. Fox should have the offer of the property at the price of 250 *l.*, which is the lowest sum that, according to the present valuation of Messrs. Sturge, the Commissioners feel themselves authorised to approve. You will remember that the value, as fixed by Messrs. Sturge, is 270 *l.* If Mr. Fox should be willing to purchase the property upon these terms, you may immediately take the necessary steps on behalf of the Commissioners and the Bishop for completing the sale.

(signed) *C. K. Murray.*

No. 41.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 5 August 1837.

We beg to enclose you a tender, signed by Mr. Edward Fox, for the purchase of the stabling belonging to the late Bishop of Bristol, at the sum of 250 *l.*, which, on behalf of the Ecclesiastical Commissioners, and of the Lord Bishop of Gloucester and Bristol, we have provisionally accepted, on condition of the sum of 25 *l.* (the deposit of one-tenth of the purchase money) being paid by the said Mr. Fox at our office, on or before Friday the 11th instant, and on payment of the remainder at three months, agreeably to the printed form of tender; but we think it proper to transmit you the tender signed by Fox in the meanwhile, in the possible event of nonpayment of the deposit being made to us.

We shall have to negotiate the sale as Fox's solicitors, provided the Board and his Lordship see no objection thereto. And in the meantime

We remain, &c.
(signed) *Clarke & Sons.*

No. 42.

From *W. Clarke*, Esq. to the Secretary.

Dear Sir, Bristol, 5 August 1837.

Mr. Fox having at last consented to offer 250 *l.* for the stabling, I have forwarded you inclosed an official letter to that effect. He could not pay me the 25 *l.* before Friday, as he will have to attend a large fair between this and that time, but I shall be certain to receive it on that day, and will remit it to you. I found he would not be provided with the money before three months, and I therefore thought it as well to allow him to avail himself of the printed form of tender. Considering how much Mr. Sturge overrated the annual value of this stabling, I think the premises have sold well,

And remain, &c.
(signed) *William Clarke.*

Episcopal Palace, Bristol.

No. 43.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, Whitehall-place, 7 August 1837.

In consequence of the correspondence with Messrs. Clarke, of which I sent copies, I have this morning received from them a tender of 250*l.* for the stabling, signed by Mr. Fox; and in compliance with the conditional resolution (No. 37, *antea*) passed by the Commissioners on Tuesday last, I have indorsed their formal approval, and now transmit the document, with a request that your Lordship, as vendor, will sign and seal the acceptance, and return it to me in order that I may give the notice to the purchaser required by the first condition of sale.

With much esteem, &c.

(signed) *C. K. Murray.*

No. 44.

From the Secretary to Messrs. *Clarke & Sons.*

Dear Sir, Whitehall-place, 7 August 1837.

I beg leave to acknowledge your letter of the 5th instant (No. 41, *antea*), accompanying a tender from Mr. Fox of 250*l.* for the stabling.

In compliance with the conditional resolution of the Commissioners (No. 37, *antea*), which I communicated to you in my last letter, I have indorsed their formal approval, and by this night's post I send it to the Bishop of Gloucester and Bristol as the vendor.

Upon receiving it back, with a regular acceptance under the episcopal hand and seal, I will send you a formal notice, to be served upon Mr. Fox, according to the first condition of sale.

(signed) *C. K. Murray.*

No. 45.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Bristol, 8 August 1837.

We beg leave to acknowledge the receipt of your letter of the 7th instant, informing us that you had forwarded Mr. Fox's tender to the Lord Bishop of Gloucester and Bristol for his approval; and we have therefore acquainted Mr. Fox that it will not be in our power to declare him purchaser so soon as we had anticipated, if indeed his offer should at all receive the approbation of the proper authorities.

As Mr. Fox has of course expressed himself therefore quite content to wait the necessary time, we shall hope to be honoured with a communication from you at the proper period; and in the meantime have the honour to remain, &c.

(signed) *Clarke & Sons.*

No. 46.

From *W. Clarke*, Esq., to the Secretary.

Dear Sir, Registrar's Office, Bristol, 8 August 1837.

With the receipt of your letter regarding Mr. Fox's offer for the stabling, I was likewise favoured with one from the Bishop, in which his Lordship declines ratifying the sale without the assurance of the Dean and Chapter that it meets their approbation; and I therefore have seen and satisfied Fox that for the present his offer must remain in abeyance, and (without of course communicating the reason) stated it may be possibly declined altogether.

I have taken the liberty of thus troubling you in consequence of having led (as I fear) yourself and the Commissioners unintentionally into an error respecting

ing the wishes of the Dean and Chapter as to the stables, which is solely attributable to their Chapter clerk, Mr. Rogers; for on applying to us originally for the printed tenders, he expressly stated to our clerks "that he did not want any for the stabling, as the Chapter would not purchase it;" though I now strongly suspect that all the time Mr. Rogers was privy to Phillips' very inadequate offer of 150*l.* I likewise sent to him the other day, in compliance with your directions (before I ventured to speak to Fox), to ascertain the wishes of the Dean and Chapter, when he again repeated "that the Chapter did not intend to purchase the stabling." It is true I might have spoken to the Dean on the subject if I had pleased; but conceiving Mr. Rogers to be the proper and most direct organ of communication with the Chapter, I forbore doing so; and thus the error has partly arisen. Whether there has been any connivance between Phillips and Mr. Rogers, or whether it was merely a blunder of the latter in acting without consulting the Chapter, I shall in a few days be able to find out; but the result of the negotiation has, after all, been to obtain an improved price, now that a tender of 250*l.* has been made by Fox. Episcopal Palace, Bristol.

I remain, &c.
(signed) *William Clarke.*

No. 47.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, Whitehall-place, 10 August 1837.

From the time which the affair of the Bristol stabling has taken, I feel it right to send you copies of the further letters which have passed between Messrs. Clarke and myself. To their last I have not thought it necessary to give any reply.

(signed) *C. K. Murray.*

No. 48.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, 19 August 1837.

Will you pardon me for requesting some intimation respecting the stabling at Bristol, at your earliest convenience: at present, of course, the matter is in abeyance. But as I shall be getting away from all the fatigue and anxiety of business for some time, as soon as my arrears here are cleared off, I shall be glad to know whether that subject is likely to be revived before the Commissioners resume their meetings.

(signed) *C. K. Murray.*

No. 49.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Gloucester, 22 August 1837.

You have probably had by this time sufficient experience of correspondence with Bishops, in the summer, not to be surprised at a delay; for while they are employed in their visitations or confirmations, letter-writing is impracticable: all the time which is not passed in church is expended in journeying from one place to another.

I got your first letter about the Bristol stables just as my confirmations were beginning. I communicated immediately with the Dean of Bristol, under the influence of great surprise and suspicion that there was some enormous mistake in the matter; as you may remember my explaining to the Board the obvious importance of these premises to the Dean and Chapter.

Since that time, this is the first day I have had for such business.

Episcopal Palace, Bristol.

From the Dean I learned that it was as I conjectured. Mr. Rogers, the Chapter clerk, never so much as communicated the matter to him, though he was on the spot, and though he knew his resolution to have the stables, though they cost 300*l.* Since this, he has learned a similar determination from some of the Prebendaries; but he is by this time Bishop elect of Hereford. However, Dr. Lamb will probably be equally disinclined to let this edifice adjoining the deanery pass into the hands of the horsedealer.

Mr. William Clarke entertained a higher notion of the authority of a Chapter clerk than I did, who have been a Dean myself, and thought a bare declaration from his mouth of the probable wishes of the Chapter sufficient.

What is Mr. Rogers' explanation of the matter seems a question to be settled between himself and his masters, with which we have nothing to do.

Mr. C.'s fault was precipitation, of which he seems to be himself aware.

As the matter now stands, it will probably be impossible for a purchase to be concluded till the new Dean is established. We appear to be committed to the price, 250*l.*

Believe me, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 50.

From Messrs. *Clarke & Sons* to the Secretary.

Dear sir, Registrar's Office, Bristol, 24 August 1837.

Agreeably to the instructions in your letter to us of the 14th ultimo, we have proceeded with the necessary steps for effecting the sale of the episcopal palace site, garden, and stabling (by reference to mutual surveyors), so far as to accept, with Mr. Sturges' sanction, Mr. Tucker as the valuer on behalf of the Dean and Chapter; and it having been left to both these gentlemen before proceeding upon their valuation to select the person to be called in as umpire in case of their not agreeing, we beg to state that Edward Sampson, esq., a magistrate of high respectability and of considerable property, residing at Henbury, near Bristol, has, upon their nomination, accepted the office of mutual referee.

As we could not ourselves have fixed on any gentleman so well qualified in all respects to be arbitrator, we have on the part of the Board agreed to Mr. Sampson's name. But before proceeding further in the business, we beg, with Mr. Sturge's approval, to submit for your consideration the propriety of Mr. Rogers and ourselves (the one on behalf of the Dean and Chapter, and ourselves for the Ecclesiastical Commissioners) respectively signing a binding written agreement to prevent hereafter the possibility of doubt or misunderstanding as to the terms on which the valuers enter upon their duties. We suggest this in preference to a submission under seal of the respective Boards to avoid the delay that might possibly take place; and should the proposal meet your approbation, we will, on being favoured with a line, prepare and execute the necessary instruments accordingly.

We have, &c.
(signed) *Clarke & Sons.*

No. 51.

From *W. L. Clarke*, Esq. to the Secretary.

Dear Sir, Bristol, 27 August 1837.

I have sketched out the enclosed draft agreement, of which I have sent copy to Mr. Rogers; but before finally settling it I should be glad of your opinion as to the form. If, therefore, you will have the kindness to look it through and return it to me I should feel much obliged; and in case you think proper to allow me to sign it for the vendors in my father's absence at Versailles, where he has been staying these last few weeks, I shall be happy to do so as soon as Mr. Rogers approves of the draft and I can get it back for engrossment.

I have

I have inserted the stipulations as to the title, so that it can serve for a contract; and think it prudent being allowed to make the submission a rule of Court, because as Deans and Chapters are fluctuating bodies I do not know whom I may have to deal with. Episcopal Palace, Bristol.

I remain, &c.
(signed) *William Clarke.*

I should feel much obliged if you could return me the plan of the site and ground we sent you, for inspection of the Commissioners.

No. 51 *a*.

Memorandum of an Agreement made this day of 1837, between , the Agents appointed on behalf of the Right Reverend *James Henry* Lord Bishop of *Gloucester* and *Bristol*, and also on behalf of the Ecclesiastical Commissioners for *England* of the one part, and *George Rogers* of the said City of *Bristol*, Solicitor, the Chapter Clerk and Agent appointed on behalf of the Dean and Chapter of *Bristol* of the other part, as follows; that is to say,—

Whereas by an Order in Council of His late Majesty King William the Fourth, dated the 5th day of October 1836, which has since been duly registered and gazetted, the site of the Episcopal Palace heretofore possessed and occupied by Bishops of Bristol for the time being, is directed to be sold under the direction of the said Commissioners, and conveyed by the said Bishop of Gloucester and Bristol as therein mentioned.

And whereas the said Dean and Chapter being desirous of becoming the purchasers of the said site of the said palace, with the garden ground belonging to the same, containing together 1 A. 1 R. 12 P., or thereabouts, situate near the Cathedral of the Holy and Undivided Trinity in Bristol aforesaid, together also with the stabling and coach-house belonging to the late Bishop of Bristol, now in the occupation of Edward Fox, horse dealer; they the said Dean and Chapter have proposed to the said Lord Bishop, and to the said Ecclesiastical Commissioners for England, to leave the decision of the value of the said site, stabling, garden ground, and hereditaments to the arbitration of two persons, or their umpire to be selected as hereinafter mentioned, to which the said Lord Bishop and the said Commissioners have respectively assented.

And whereas, Young Sturge of the city of Bristol, land surveyor, has been appointed the valuer on the part of the said Lord Bishop and of the said Commissioners; and J M Tucker of the said city, land surveyor, has been chosen by the Dean and Chapter as the valuer on their part; and the said Young Sturge and J M Tucker, having mutually appointed Edward Sampson, of the parish of Henbury in the county of Gloucester, esq., as an umpire, in case of their disagreement, the said A. B., on behalf of the said Lord Bishop and of the said Commissioners, and the said George Rogers on behalf of the said Dean and Chapter, have mutually agreed to abide by the award, order, or arbitrament of the said arbitrators or umpire, as the case may be; and that the sum to be named by them or him shall be the price at which the said Dean and Chapter shall become the purchasers of the said site, stabling, garden ground, hereditaments, and premises.

Now, therefore, this agreement witnesseth, that the said Lord Bishop and the said Commissioners on the one part, and the said Dean and Chapter on the other part, promise and agree that they will abide by the award to be made by the said Young Sturge and J. M. Tucker, under their hands, on or before the day of next; and if they shall not on that day have signed any award, then by the award to be made by the said Edward Sampson under his hand, on or before the day of next, or such other day as he shall appoint by indorsement on these presents, signed by him. And that the said Dean and Chapter shall, within three months after the date of any award made as aforesaid, pay into the Bank of England, to the credit of the Ecclesiastical Commissioners

Episcopal Palace, Bristol.

sioners for England, and to an account intituled "Bristol Palace Account," the full sum which shall be fixed by such award as the price of the said premises; and that the said Lord Bishop shall within one week after the date of such award deliver to the said George Rogers, on behalf of the said Dean and Chapter, instead of any abstract of title, an extract from the letters patent whereby the said premises were granted by King Henry the Eighth to the first Bishop of Bristol, and his successors; and the London Gazette of the 7th day of October last; and extracts of the registration, by the respective registrars of the late diocese of Bristol, of the Order of his late Majesty in Council hereinbefore mentioned: and so soon as the said price shall be so paid as aforesaid into the Bank of England, shall deliver to the said Dean and Chapter a conveyance of the said premises, duly executed by himself, the said Lord Bishop, and by the said Commissioners, under their common seal.

No. 52.

From the Right Hon. *H. Hobhouse* to the Secretary.

Dear Sir, Hadspen, 29 August 1837.

I think the agreement between the parties at Bristol should assume everything to be settled as to the purchase except the price, and that should be referred to the surveyors in the first instance, and in case of their differing to Mr. Sampson alone, and not to the three conjointly. When they or he shall have fixed the price, nothing will remain but for the Bishop to deliver the *quasi* abstract, for the Chapter to pay the money, and for the Bishop and us to execute the conveyance.

The preamble may stand as it is drawn by Mr. Clarke, except a few words, which I have written in pencil. But the operative part of the agreement should be altered to something like what I have sketched. The money must not be paid to our general account, but to our Bristol account.

As there has been a new Dean of Bristol, Mr. Rogers should have a fresh authority before he signs the agreement. As to making the award a rule of Court, I do not think it worth a rush, for its only effect would be to enable us to send Mr. Rogers to gaol, and not to compel the Dean and Chapter to pay the money.

Mr. Sampson is a very good man for the purpose. He was a highly respectable solicitor, who by the death of his elder brother has succeeded to a good estate within four or five miles of Bristol.

Yours truly,
(signed) *H. Hobhouse.*

No. 53.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Palace, Gloucester, 1 September 1837.

I write you a line in consequence of hearing to-day from Mr. William Clarke, that you consider a fresh authority necessary for the agreement about the sale of the site of the palace in consequence of there being now a new Dean of Bristol.

There is not a new Dean. The deanery will not be vacant till the consecration of the Bishop of Hereford; and the authority already given by the Dean and Chapter remains perfect and valid, and binding upon the body after it shall have changed its head. There is therefore no reason whatever for suspending operations, and much mischief might arise from re-opening the business, as it may be long before they have another Chapter meeting.

I shall be at Bristol on Tuesday next.

I remain, &c.
(signed) *J. H. Gloucester* and *Bristol.*

Episcopal Palace, Bristol.

No. 54.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, Whitehall-place, 2 September 1837.

In consequence of your note received this morning, I have written to Messrs. Clarke to say that a fresh authority is not necessary for Mr. Rogers.

(signed) *C. K. Murray.*

No. 55.

Extract from Minutes of General Meeting, held 8 November 1837.

The secretary reported various communications respecting the sale of Bristol Palace, to the effect that the Dean and Chapter intended to include the stabling in the general agreement to purchase by arbitration, that Mr. Fox's tender had therefore been rejected; and that a regular agreement to arbitrate had been executed between Mr. Clarke, on behalf of the Commissioners and the Bishop, and Mr. Rogers, the chapter clerk, on behalf of the Dean and Chapter.

No. 56.

From *W. Clarke*, Esq., to the Secretary.

Dear Sir, Registrar's Office, Bristol, 18 November 1837.

The 5th of November, being the day appointed for the award of Messrs. Sturge and Tucker, having elapsed without their agreement as to the price to be paid by the Dean and Chapter of Bristol for the purchase of the site of the Episcopal Palace, garden, stabling, and appurtenances, I beg to inform you that I have, in consequence, called upon Mr. Sampson to enter upon his duties as umpire, to which he has assented.

I think it right to state, for your information, that whilst the matter rested between Messrs. Sturge and Tucker a very erroneous impression existed on the latter's mind (but in which Mr. Sturge did not concur), that on behalf of the vendors we were to be precluded from tendering evidence on the following points:

1. The value of the ground in any other proprietor's hands for building, or any other advantageous speculation.

2. The sum which the Dean and Chapter, "being desirous to become the purchasers thereof, for the purpose of preventing noises and nuisances to the cathedral," might be fairly called upon to contribute beyond such valuation. And,

3. The additional advantages or injury their property would sustain by the conversion of the ground to a set of small tenements, the principal right of way to which is through the cloisters.

In consequence of this (I consider unfair) refusal on the part of Mr. Tucker, I have waited on Mr. Sampson, the umpire (a magistrate for the county of Gloucester, and a highly respected and honorable individual), who has stated his dissent from Mr. Tucker's views, and consented to receive evidence and allow me to go into the matter as in the case of any other ordinary arbitration, so soon as I can make an appointment with the chapter clerk. The consequence of this has been that Mr. Prebendary Harvey has sent a written protest to Mr. Sampson against his receiving evidence, at the instigation, no doubt, of either Mr. Tucker or Mr. Rogers, who now find that the very inadequate sum at which Mr. Tucker (who is employed by the Dean and Chapter on all occasions) originally valued the property would immediately be made apparent on such evidence being adduced.

Episcopal Palace, Bristol.

I thought it right, in the first instance, to communicate these facts to the Bishop of Gloucester and Bristol; but his Lordship has declined any interference, and directed me to correspond with you on the subject, and with that view I have now the pleasure to enclose you the original agreement, for submission to arbitration, signed by the chapter clerk and myself.

Although Mr. Sampson (as I expected) has decided in our favour as to receiving evidence, Mr. Harvey's protest has, I fear, somewhat shaken him as to the extent of evidence he should allow us to offer on the three before mentioned points. I therefore also enclose you a copy of some suggestions, which upon entering on the arbitration I sketched out, and placed in Mr. Sturge's hands for his guidance, of which I venture to request the favour of your perusal; and respectfully suggest for your consideration, that it would materially strengthen my hands on appearing before the umpire if I could inform him that the arguments therein advanced were not altogether disapproved of by yourself.

Mr. Sampson will doubtless fix a day in the ensuing week for the arbitration to be commenced; and in the meantime

I have, &c.
(signed) *William Clarke.*

No. 57.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 18 November 1837.

Since our letter to you of this morning's date was written, we have received the annexed copy letter from Mr. Rogers, to which we have replied as below. We shall be glad to be favoured with your early directions on the subject,

And remain, &c.
(signed) *Clarke & Sons.*

No. 57 *a*.

From *George Rogers*, Esq. to Messrs. *Clarke & Sons.*

Gentlemen, College Green, 18 November 1837.

The prebendary now in residence (more especially since he has not been present when previous determinations as to this business have been come to) feels that he wishes the matter deferred for the short time which will now elapse before the head of the body will be at Bristol. If this should seem to press at all near upon the time now fixed for the award, the arbitrator has the power of extending that time.

I remain, &c.
(signed) *Geo. Rogers.*

No. 57 *b*.

From Messrs. *Clarke & Sons* to *George Rogers*, Esq.

Sir, Registrar's Office, 18 November 1837.

We will immediately forward to the Secretary of the Ecclesiastical Commissioners for England your letter of this morning's date, containing a request from the prebendary in residence, that the matter of this arbitration may be deferred for the short time which will now elapse before the head of the body will be at Bristol, on the ground that that reverend gentleman has not been present when previous determinations as to this business have been come to, and shall probably have their determination in the course of two or three days. As, however, we think it was clearly your duty to have been in constant communication both with

with the prebendary in residence and with the Dean on the subject of the arbitration, we think it right to state, so far as ourselves were concerned, that in consulting the wishes of the reverend individual in question, which we shall be at all times happy to do, we shall still feel it necessary to stipulate against any prejudice that may possibly occur to the vendors by the delay in question. Episcopal Palace, Bristol.

We remain &c.
(signed) *Clarke & Sons.*

No. 58.

Extract from Minutes of General Meeting, held 23 November 1837.

Read,—The following letters from Messrs. Clarke, of Bristol (*vide* Nos. 56 and 57, *antea*).

Resolved,—That Messrs. Clarke be informed that the Commissioners see no objection to a short delay, under the circumstances, but that they must insist on the question being entered into by the umpire upon the same principles as if it were between two private individuals.

No. 59.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 23 November 1837.

In consequence of your letter, just received, we have informed Mr. Sampson, by letter, that we have no wish to oppose, at present, the request of the Dean and Chapter of Bristol for the delay of a few days, as the subject matter of reference will doubtless require his fullest consideration; and that we shall not, therefore, press for an appointment to go into evidence until some day in the next week.

We avail ourselves of this opportunity of informing you, for the guidance of the Ecclesiastical Commissioners, that the sum claimed in the suggestions for Mr. Sturge, on entering upon the arbitration, is probably more than the umpire will award; and that in preparing them we quite anticipated that Mr. Tucker would offer his most strenuous opposition to any large amount claimed. We shall however, subject of course to your further instructions, still contend for the principle of every item, leaving to the umpire the fixing the precise amounts. As Mr. Tucker's office of arbitrator has now ceased, we conceive we may properly object to any active interference on his part, and only allow Mr. Rogers to appear on behalf of the Dean and Chapter, as we shall represent the vendors.

We have, &c.
(signed) *Clarke & Sons.*

No. 60.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Bristol, 1 December 1837.

Mr. Sampson has this day called on us and announced his intention to extend the time for making his award until the last day in this month, and we have, therefore, handed him the submission to arbitration in order that the necessary indorsements may be made thereon.

We will pay strict attention to the directions in your letter of the 23d ultimo, regarding the principles on which the arbitration is to be conducted; but being anxious to receive the further sanction of the Ecclesiastical Commissioners for

Episcopal Palace, Bristol.

England on the course we propose pursuing, we shall be obliged by your procuring for us their opinion as to the justice and propriety of our urging all the points in the enclosed suggestions repeated in the following summary.

	£.	s.	d.
1. Claim for building materials - - - - -	150	–	–
2. Ditto for stabling - - - - - - - -	315	–	–
3. Ditto for 25 years' purchase of ground rent - - -	1,982	10	–
4. Ditto for vacant space left unbuilt on - - - -	500	–	–
5. Ditto for prevention of noises and "nuisances in cathedral." *See* Letter of Chapter Clerk, 2d December 1836 - - - - - - - - - -	500	–	–
6. Ditto for prevention of the nuisance arising from the right of way through the cloisters - - - - - -	500	–	–
7. Ditto to prevent injury to prebendal house, occupied by Dr. Hodges - - - - - - - - -	300	–	–
8. Ditto in respect of prebendal house, occupied by Mr. Rogers - - - - - - - - - -	300	–	–
9. Ditto for the general deterioration the Dean and Chapter property would receive by the ground being built on -	300	–	–
10. Ditto for loss of price to the vendors arising from neglected state of the Dean and Chapter's property - -	687	10	–
£.	6,000	–	–

We have before mentioned that we do not expect to establish the full amount here sought, but we conceive that we shall be only fulfilling our duty by contending for the principle of every item of claim before specified.

We have, &c.
(signed) *Clarke & Sons.*

No. 61.

From the Right Honourable *H. Hobhouse* to the Secretary.

Dear Sir, Hadspen, 3 December 1837.

I think that on the 10 propositions stated in Messrs. Clarke's letter of the 1st, the proper advice for you to give Mr. Clarke will be, that as to the four first he should name the sums he claims for the vendors, being such (of course) as his evidence will sustain; that on the five next he should abstain from naming any sums, but draw the attention of the umpire to each subject, and give him all the data in his power to guide the umpire's judgment; and as to the last, either to abstain from all mention of it, or to say that the vendors have no wish to insist on it.

Yours truly,
(signed) *H. Hobhouse.*

No. 62.

Extract from Minutes of General Meeting, held 14 December 1837.

Read,—The following letter from Messrs. Clarke, of Bristol, to the secretary (*Vide* No. 60, *antea*).

To which, after communicating with Mr. Hobhouse (*Vide* No. 61, *ante*), he had written the following answer:

Dear Sirs, Whitehall-place, 4 December 1837.

The best advice I can give you with reference to your letter of the 1st instant, (No. 60, *ante*) is, that as the four first of the ten points proposed to be relied upon by

by you on behalf of the vendors, you should name the sums you claim, being such of course as your evidence will sustain; that as to the five next you should abstain from naming any sum, but draw the attention of the umpire to each subject, and give him all the data in your power to guide his judgment; and that as to the last item, you should either abstain from all mention of it, or say that the vendors have no wish to insist upon it. Episcopal Palace, Bristol.

I return your papers,

And remain, &c.
(signed) *C. K. Murray.*

Approved by the meeting.

No. 63.

From *W. Clarke*, Esq., to the Secretary.

Dear Sir, Registrar's Office, Bristol, 16 December 1837.

I have the honour to transmit you enclosed a report of the evidence and observations before Mr. Sampson upon the reference to him of the price to be paid by the Dean and Chapter of Bristol to the Ecclesiastical Commissioners for England for the purchase of the Episcopal Palace, garden and stabling; and I trust the Commissioners will not consider I have attached any undue importance to the question after the unfair attempt by Mr. Tucker (and Mr. Rogers, who did not choose to appear before the umpire) to procure the ground for the Dean and Chapter at a price so far below its real value.

Mr. Sampson has promised his award on or before Saturday next of the amount to be paid, which I venture to predict will at once explain to the Dean and Chapter how entirely they have been misled by Mr. Rogers and Mr. Tucker throughout this business, and what slight attention could ever have been paid by either of these gentlemen to ascertain a proper sum for their employers to have tendered for the property when the opportunity presented itself.

I have, &c.
(signed) *William Clarke.*

No. 63*a*.

Evidence referred to in the foregoing Letter.

At the Registrar's Office, Bristol, 13 December 1837.

Before *Edward Sampson*, Esq.

Mr. *Tucker* attended on behalf of the Dean and Chapter, and Mr. *William Clarke* as agent for the Ecclesiastical Commissioners.

Mr. *William Clarke* stated the case on behalf of the Ecclesiastical Commissioners; and, after calling Mr. Sampson's attention to the agreement for arbitration, which he submitted was in very general terms, observed that he conceived it would be first incumbent on him to show on behalf of the vendors that the site and garden would be of very considerable value in the hands of any indifferent party who purchased it as a building speculation; and, secondly, that on that point being established in evidence, it would be for the umpire to consider what additional sum should be paid by the Dean and Chapter, according to the fair spirit of their proposal to purchase the ground, for the sake of avoiding noises and nuisances to the cathedral, and the prevention of injury to their property adjoining, as appeared by the letters of Mr. Rogers, which Mr. Clarke read.

'That as the witnesses he should produce would clearly establish those particulars, he should not for the present trouble Mr. Sampson with any further

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observations regarding the extra price to be so paid to the Commissioners, but would at once proceed with their examination.

Mr. Clarke then tendered a plan, which it would be necessary afterwards to refer to in evidence. This Mr. Tucker objected to receive, observing there were two falsehoods on the face of it; but Mr. Sampson overruled his objection.

Mr. *John Hucker* was then called; and Examined by Mr. *Clarke.*

He stated that he was a builder, practising in Bristol, and had lately been employed in building 18 houses in the neighbourhood of Nine Tree Hill, near Bristol; had been over the site of the Bishop's Palace and ground, and examined the materials, and formed in his mind a sum as a fair price for the ground and buildings. That taking the materials as they are, he estimated the value of them to be, and would have given, 200*l.*

That he has paid some attention to the plan now produced, and observes that there is a schedule in the margin in regard to the ground rents; and looking at the sums fixed against each lot, he thinks it would pay a builder to erect such houses as are laid out if those ground rents were reserved. The fronts of the houses from 7 to 18 look over the churchyard.

Cross-examined by Mr. *Tucker.*—He calculated the materials as if he were going to build on the ground himself.

By Mr. *Sampson.*—He would not object to give himself that sum.

Cross-examination resumed.—Does not know the number of cubic yards, or did not know the exact quantity of material; thinks he could guess nearly the quantity of it; it would be a difficult task to measure it. Saw the plan of the buildings for the first time on Friday last; never saw the account of the ground rents before Friday last. Mr. Horwood prepared the plan; he approves of the plan, and could lay out the ground himself to pay the same ground rents, supposing he had not seen the plan. Is not aware that the palace walls are built up with two facings, and filled with rubble; it is a thing he never saw in his life. Has been frequently over Glastonbury Abbey. Does not know exactly the fall of the ground from the cloisters into Bishop's Palace; does not know that it is not 20 feet.

Re-examined by Mr. *Clarke.*—In examining the site, he stood on the walls and carefully examined the whole of them, and had they been filled up with worthless rubble it would not have escaped his notice. Taking the materials and the ground together, including boundary walls, he would give 2,000*l.* for the whole. Has examined the footways and entrances marked on the plan, and the way through the cloisters, and they would be a sufficient entrance.

Mr. *Daniel Horwood,* of Bristol, Land Surveyor, was then called; and Examined by Mr. *Clarke.*

Is acquainted with the site of the Bishop's Palace, garden, and stabling. Has carefully examined the ruins of the palace and garden, with a view to its being converted to buildings; has examined particularly the walls, and observed in one place an aperture which is filled up with usual rubbish; a portion of the wall must come down; a great deal of the rubbish would come in again. I prepared the plan produced, for the erection of 48 houses, at ground rents amounting in the whole to 79*l.* 10*s.* Has left part of the ground unbuilt on, and thinks that the part unbuilt on could be advantageously added to the shipyard of Messrs. Green, and that such ground unbuilt on would be worth from 300*l.* to 350*l.* That if built on in proportion to the other lots, it would be worth 320*l.* Has considered the entrances on each side; and the way through the cloisters would be essential to the enjoyment of the ground. There is a fall of from 10 to 12 feet from the level of the cloisters to the garden: did not measure it. He proposed in the plan that a flight of steps should go down into a street marked "Palace Road": it would be a convenient and sufficient entrance. There also an entrance under the registrar's house; the footway might be made wide enough for a roadway, provided abutments could be got away with. With regard to the entrance at the south-west corner of the ground, witness considers it would be a good and sufficient hauling-way from the Lower Green; proposes to remove

remove the walls at the lower end, and give a good entrance; thinks the streets laid out on the plan would be convenient. With regard to Cathedral Terrace, proposes the houses to look towards cathedral burial ground and the chapter room. Is of opinion that the cathedral burial ground would be subject to frequent trespasses from the inhabitants of Cathedral Terrace. Believes that with regard to the entrance through the cloisters, an area of rather more than 40 feet is required for a carriage-and-four to turn. He knows Dr. Hodges' house; it is situate on the north-west corner of the ground, and adjoins the site; it has a view over the garden; it would be deteriorated by the buildings, provided the houses were of the height of the windows; thinks Dr. Hodges' house is worth 30*l.* per year; imagines it would be worth while of the prebend who owns that house to offer a sum to prevent these buildings; should have no hesitation in saying it would be worth while to offer 100*l.* at least for Dr. Hodges' house. Is acquainted with the prebendal house on the west side of the ground, which is occupied by Mr. Rogers; there is no question but damage would be experienced to Mr. Rogers's house; also thinks the chapter-house would suffer from the building of Cathedral Terrace. Witness has taken builders on the ground, who have said that they would take the ground, and would have no objection to give the rents marked out; they considered them moderate.

Examined by Mr. *Sampson.*—Thinks the site and garden without the materials to be worth 1,910*l.*; materials, from 100*l.* to 150*l.*

Cross-examined by Mr. *Tucker.*—Has examined the materials minutely; consist of Brandon Hill stone, freestone, and sandstone, and brick. Is aware a great deal would fall into lime, which he has made allowances for. The tops of the windows in the proposed houses are 18 feet above the level of the ground, and 27 feet high. About 12 feet, Dr. Hodges's windows are above the ground. The burial ground is from 10 to 12 feet above the site of the Bishop's Palace; did not measure the depth; believes it is from 10 to 12 feet. Has marked the upper passage, because there was a door, and did not consider it was a carriage-way. Is not a builder. Has had considerable experience in looking after the erection of buildings.

Re-examined by Mr. *Clarke.*—The chief part of the exterior of the walls, except the front, is of Brandon Hill stone; the front is stuccoed over the Brandon Hill stone.

Mr. *Stephen Wynn Harrison*, of Bristol, Builder; Examined by Mr. *Clarke.*

Has been in business in Bristol as a builder for the last six years. Has paid attention to the plan now produced, and examined it on the ground about six months ago, and marked the ground rents in the margin. That when he was asked, he said he would take one or all of the lots at the ground rents fixed; that nothing has happened to induce him to alter his opinion. Thinks it would be four years for him to finish the whole buildings, but imagines it could be completed in less than two years. Has looked at the entrances, and considers, as they are laid out, they would be sufficient. Looked at the building materials; imagines that the ruins, with the boundary walls, to be worth 250*l.*

By Mr. *Sampson.*—Thinks the ground, with the walls, to be worth 2,000*l.*, by auction.

By Mr. *Clarke.*—Is living in a house of his own building; and calculating all the houses on the plan, thinks, according to an average, that each house would be worth 150*l.*; that they would let at 11*l.* per house per annum.

Cross-examined by Mr. *Tucker.*—Has not had much experience in Bristol, but has built to great extent in other places; Stroudwater, for instance, some thousands. Those cottages on the plan would let immediately. Does not know the Bishop's Park. Knows Lamb-street, but the description of houses there are inferior things.

Mr. Clarke then offered in evidence a letter from Mr. Edward Fox, stating he had tendered 250*l.* for the stabling, which he would have increased to 280*l.* if permitted. The letters of Mr. Rogers were likewise put in; and the case for the vendors was closed.

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Mr. Tucker then stated that as his witnesses were in the adjoining room, he would at once proceed with the examination, and make his observations after their evidence had been taken; to which Mr. Sampson consented.

Mr. *William Armstrong*, was then called; and Examined by Mr. *Tucker*.

He stated he was an architect and surveyor of considerable experience in Bristol, and is a city surveyor. Knows the site of the Bishop's palace; the district is within his survey. Persons are obliged to give notice under the Building Act to witness on building houses, or even altering them; 24 hours' notice is necessary. Has never received any notice from persons of their intention to build any small houses on or near the site of the Bishop's palace, or in the neighbourhood, nor in the parish of St. Augustine. Was employed by the Dean and Chapter in June last to value the site of the Bishop's palace and garden: did value it accordingly, and was not at the time aware of the valuation set by any person; made his valuation perfectly uninfluenced by any person whatever; did not know at the time he should ever be called upon to give evidence in support of it. Having made such valuation totally uninfluenced, he valued the ground at 1,200*l.*, with the materials on it. Would not advise any employer or gentleman to give more than 1,200*l.*, nor yet so much. When the Dean and Chapter applied, it was to guide them in their tender, and to prevent a nuisance coming to the Cathedral. I therefore viewed it in what I conceived to be the best possible way to make money of it, so as to enable them to judge how they could secure it. Thought that in offering that they would be higher than other people. Independent of that, he does not think it would be worth more than 1,000*l.* Does not think there is any call at present in that neighbourhood for building.

Cross-examined by Mr. *Clarke*.—At the time he valued it the impression on his mind was some other valuation had also been made; he did not include the boundary walls in the valuation.

Mr. *John Lawrence*, was then called; and Examined by Mr. *Tucker*.

Has been a builder in Bristol 45 years; has built large and small houses; some as a speculation of his own; some for other persons. Was employed by Mr. Rogers to value the site of the Bishop's palace, and materials and garden: made it alone and, except his son, unconnected with any other person; knew of no other valuation having been set by any other person; had no idea whatever of afterwards supporting it in evidence. Valued the garden ground, with the buildings upon it, at 1,000*l.* Has since seen the stable and coach-house, and valued that at 200*l.*

Cross-examined by Mr. *Clarke*.—Mr. Rogers wanted him to go and give his opinion what it was worth; went with him; never named to me any other person; examined the entrances; was exceedingly surprised to find so large and fine a piece of ground, and to know how to get out of it, for the passage through the arch is limited to six feet. Looked at the entrance also from Anchor-lane; did not think there was room to turn a cart in the lower part, against the street leading towards Anchor-lane. He also went into the cloisters, and thinks no way can be made there: was never in there before or since; did not remain there very long.

Mr. *Richard Shackleton Pope*, was then called; and Examined by Mr. *Tucker*.

He stated he was an architect, and one of the city surveyors; is well acquainted with the site and garden of the Bishop's palace; has looked over the ground independently of the Dean and Chapter, for both Bishop Gray and Bishop Allen, and one other person, and from the survey and attention he paid he believes the value of the ground, if employed for building tenements, to be worth 900*l.*; the stables 250*l.*; includes the materials in the 900*l.*; it would not be otherwise worth half the money, 450*l.* There is no demand in the neighbourhood of the site for building cottages. Was consulted by a person about a year and a half since, about converting a large range of building in that neighbourhood into cottages, and made a calculation at the time of the expense of doing so, and showed it would be highly profitable provided he could obtain tenants.

Nothing

Nothing was done; the buildings were Acraman's timber yard, and adjoins the water and Anchor-lane. Episcopal Palace, Bristol

Cross-examined by Mr. *Clarke*.—Became acquainted with the ground with reference to the dilapidations. Valued Mr. Winter's premises on his behalf; did not enter into the question of any arrangement between the owner of the ground and the Dean and Chapter, or as to whether the ground was either freehold or leasehold.

Mr. *Thomas Foster*, was then called; and Examined by Mr. *Tucker*.

He said he was an architect, and had been practising in Bristol many years; knows the site of the Bishop's palace and garden, and knows the stable and coach-house; has been employed to value the site of the palace and garden ground, and the materials upon it; he was employed by Mr. Green, whose yard adjoins the site; am of opinion that the land would be of greater value to Messrs. Green than to any one else, except the Dean and Chapter; made his valuation at the time it was advertised by tender, on behalf of Mr. Green; generally puts highest value; the case now; valued the site and garden and materials. He told Mr. Green the extreme price was 1,000 *l.*; that was the extreme value, but as it was so closely attached to his property and was so convenient, he advised him to give 1,200 *l.* rather than let it go. He would not advise a builder to build at all there upon any terms; he thinks the approaches quite a barrier. Values the stabling and coach-house at 216 *l.* Messrs. Green could have a hauling way to it across their own ground. The Dean and Chapter are owners in reversion of the property all round the ground, which was the reason why he excepted them. Does not believe the ground worth more to the Dean and Chapter than to Mr. Green; perhaps not so much. There is no doubt but that a great nuisance would be occasioned to the cathedral church, and the precincts of the Cathedral.

Mr. *Tucker* then asked, "Suppose there was the prospect of there being a nuisance in the neighbourhood, would it not be as much incumbent on the Bishop as the Dean and Chapter to prevent same?"

Mr. *Clarke* objected to this question, and Mr. *Sampson* decided it could not be put.

Mr. *Sampson* then, at the request of Mr. Tucker, asked witness, "Supposing any nuisance were erected near a cathedral church, would it not be the bounden duty of the Bishop to abate or allay that nuisance as much as was in his power?—I should think so, certainly, as the head of the Church."

This witness was not cross-examined.

It being four o'clock, the arbitration was then adjourned to the following day.

Thursday, 14 December 1837.

Mr. *Tucker* then commenced his address on behalf of the Dean and Chapter by designating the whole affair as the most extraordinary proceeding he had ever witnessed. It was extraordinary, from the fact of parties standing high in the Church being mixed up with it. He then proceeded in no very temperate manner to give the arbitrator an account of the proceedings from the commencement. That the Dean and Chapter had made an offer which, had the Commissioners been properly advised, they would have accepted; but they had refused it. The Dean and Chapter had then requested him to look at the ground and give them his opinion; he did so, but at the same time advised that another opinion should be taken. Mr. Armstrong had then been selected, and they had advised the Dean and Chapter to make a tender, which they consider highly satisfactory. He considered the conduct of the Commissioners at the least highly reprehensible, for they had occasioned a conflict between the Bishop and the Dean and Chapter. He considered that it was the duty of the Commissioners and the Bishop, instead of creating a nuisance, to join with the Dean and Chapter in protecting the Cathedral and its precincts. He attended the meeting at Mr. Sturge's, between Mr. Clarke, sen., and Mr. Sturge. He then objected going into evidence, and thought that the decision of the affair would

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have been left to Mr. Sturge and himself, as they were perfectly competent to decide it. But Mr. William Clarke had thought himself wiser than his father, and had rejected the fair and honourable terms he had offered, and determined to bring the Commissioners and the Dean and Chapter into the prize-ring, and that the proceedings should be carried on in the same terms as one would expect between a butcher and a farmer buying a cow at a fair. That in consequence of the evidence Mr. Clarke, sen., had given before the Commissioners, in which he stated the site to be worth 2,500 *l.*, Mr. Clarke, jun., had determined to support his father's view of the question, and had flung Mr. Sturge's valuation overboard; that to enable him to do this he had raked out the roads and highways to procure evidence. He then very unfairly commented upon Mr. Horwood, whom he described as a person going about the country to contract for jobs with the Poor-law Commissioners, and that in fact the whole of the evidence adduced by Mr. Clarke was inferior in respectability and weight to the experienced surveyors who had been examined on behalf of the Dean and Chapter. He considered that the conduct of the Commissioners clearly indicated a desire to obtain a nuisance price for the ground, and contended that they had no right to expect it, and that they were just as culpable as the Dean and Chapter, supposing the latter were to erect a beer-shop within the very walls of the Cathedral, and that he considered that public indignation would alone compel them to abate the nuisances they had wilfully occasioned. He then objected to the plan Mr. Clarke had pursued by refusing to allow the witnesses to be present during each other's examination, and considered it a clear proof that Mr. Clarke was ashamed to produce his witnesses before such respectable men as had appeared for the Dean and Chapter. He considered that instead of the Dean and Chapter paying a nuisance price, that the Bishop should meet them half way, and agree to sacrifice a sum of money instead of wantonly creating a nuisance. He then compared the valuations of the respective surveyors, and gave the average value, as taken from all their valuations, at 1,208 *l.*, which was the very highest price that ought to be given.

Mr. *William Clarke* then, on behalf of the Ecclesiastical Commissioners, replied, and observed that, as he had at first stated, he should not have troubled the umpire with more than one or two remarks upon the evidence which had been produced on both sides but for the extraordinary observations in which Mr. Tucker had indulged on the body he had the honour to represent, and which he thought were in exceeding bad taste, very improper, and wholly impertinent to the question before the umpire. That all Mr. Tucker had stated regarding the proceedings were unsubstantiated by the slightest evidence; and that with regard to the Bishop of Gloucester and Bristol, whom he had so improperly and unfairly mixed up in the arbitration, his Lordship had declined any interference whatever in the business, but had left it to the Ecclesiastical Commissioners, and that it was nonsense to say that the Bishop was one of that body.

That with regard to Mr. Tucker's notion about the Commissioners and the Bishop joining with the Dean and Chapter in protecting the Cathedral, it was actually in evidence before Mr. Sampson that such was their only motive for acceding to this arbitration. What, as Mr. Tucker was well aware, could have induced the Commissioners to reject Fox's offer after it had been almost concluded but their determination to abate the nuisance near one of the prebendal houses, in which Mr. Osborne lived, and upon the evidence of Hucker and the other builders whom Mr. Tucker had abused, was it not clear that if this investigation had taken place six months back that the Commissioners could sustain an action at law against the Dean and Chapter for compensation for the treaty going off? because the Commissioners were only guided by the proposal of the Dean and Chapter in forbearing to sell the property. That Mr. Tucker had amused the umpire with some observations at his (Mr. Clarke's) expense; that in order to back his father out of his original valuation he had raked up the highways for evidence. Whether this was his motive or not was wholly immaterial, though he was happy to say he had succeeded in obtaining sufficient to enable the arbitrator to award a fair price for the ground, and that so far were Mr. Tucker's observations on Mr. Horwood's plan improper and unfounded; it was clearly borne out by actual offers, repeated to-day, and of course of more value than mere speculations of surveyors, who by the opinions they had given clearly

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clearly showed that no pains had been taken to instruct them on going over the ground, and that they had paid little attention to the subject, as was instanced by Mr. Lawrence, the only builder called by Mr. Tucker, who admitted he had never been there before or since.

That he should now call Mr. Sampson's attention to the actual evidence before him, and submitted that he had clearly established that 280*l.* had been offered for the stabling; that 320*l.* was the value of the unbuilt ground; and that the total ground rents amounting to 79*l.* 10*s.* per annum would at 25 years' purchase produce the further sum of 1,982*l.* 10*s.* He then went through the evidence offered on behalf of the Dean and Chapter, which he submitted did not in the least shake these facts, and then drew the attention of Mr. Sampson to the nuisance which would occur to the burial ground from the constant trespasses from the houses on Cathedral Terrace, overlooking the churchyard and chapter room. That the walls round the garden were episcopal property was proved, as all the arbitrators well knew, by a shed on the east side being erected on the adjoing property, without touching the episcopal wall. That a dwelling-house on the north-east corner was similarly circumstanced, and that on the south side the wall was against the street, and admitted by the Dean and Chapter to belong to the property by a shed erected on their own adjoining premises, in lease to Messrs. Green & Co. Mr. Clarke then drew the arbitrator's attention to the additional nuisance to the Cathedral from the right of way to 48 houses at all hours of the night, through the cloisters; afterwards to the injury and destruction as a prebendal residence which the houses of Dr. Hodges, of Mr. Rogers, and of Mr. Osborne, would separately sustain by the property falling into other hands, and the Dean and Chapter being compelled to make a bargain with the purchaser of the ground upon his own terms. That even so high a sum as 6,000*l.* might be asked, and it was therefore on this principle that he felt authorized in saying that the before-mentioned sum of 2,600*l.* being once admitted to be the value, that the Commissioners would have no objection to meet the Dean and Chapter in preventing the nuisance, by allowing them to purchase at what the umpire thought a fair bonus above such actual value in any other person's hands, and below the sum they would be forced to give when dealing with the party after the houses were built. That with regard to the Commissioners having been badly advised, he differed from Mr. Tucker; he thought, on the contrary, that the Dean and Chapter had been misled throughout, and that had they been recommended to have tendered a fair sum, all the trouble and expense since occasioned would have been spared, and they could have most certainly have purchased at a less sum than the arbitrator, after the evidence he had heard, must now award. That Mr. Tucker had first appeared in this case as the arbitrator, and was to-day an advocate. That with reference to there being no demand in the neighbourhood for building, the reason was that all the adjoining ground belonged to the Dean and Chapter, and was only let on lives, whilst the present was the only freehold ground unencumbered. That the precincts of the Bristol Cathedral, unlike those of Salisbury, or Gloucester, or Wells, as Mr. Sampson knew, had been suffered to fall into decay in past times, and offered perhaps no temptation to builders. That although no part of this could be charged on the present Dean and Chapter, yet it was obvious the Commissioners sold under a disadvantage from the adjoining property of the Dean and Chapter having been so much neglected; and concluded by leaving the matter in the hands of the arbitrator.

No. 64.

From *W. Clarke*, Esq., to the Secretary.

Registrar's Office, Bristol,
23 December 1837.

Dear Sir,

We have the honour to send you enclosed the award of Mr. Sampson, of the price to be paid by the Dean and Chapter of Bristol to the Ecclesiastical Commissioners for England, for the purchase of the site of the Episcopal Palace, garden, and stabling, being 1,450*l.*

As I consider the sum awarded to be far below the amount which, according to evidence, Mr. Sampson ought to have given, I venture to refer you to the

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evidence and observations transmitted you on the 16th instant, and to suggest for your consideration whether the same is or not liable to be impeached on two grounds; firstly, as being contrary to evidence; and secondly, because the active interference of one of the arbitrators, as in the case of Mr. Tucker, upon any reference after his express duties had terminated, was unusual and irregular.

I have, &c.

(signed) *William Clarke.*

No. 64 *a*.

AWARD of *Edward Sampson*, Esq.

To all to whom these presents shall come, I, Edward Sampson, of the parish of Henbury, in the county of Gloucester, esquire, send greeting: Whereas by an agreement made the fifth day of September, one thousand eight hundred and thirty-seven, between William Lewton Clarke, William Clarke, and Charles Stewart Clarke, of the city of Bristol, gentlemen, in partnership together as solicitors, the agents appointed on behalf of the Right Reverend James Henry, Lord Bishop of Gloucester and Bristol, and also on behalf of the Ecclesiastical Commissioners for England of the one part, and George Rogers, of the said city of Bristol, gentleman, the chapter clerk and agent appointed on behalf of the Dean and Chapter of Bristol of the other part. After reciting therein that by an Order in Council of his late Majesty King William the Fourth, dated the fifth day of October, one thousand eight hundred and thirty-six, which had since been duly registered and gazetted, the site of the Episcopal Palace theretofore possessed and occupied by bishops of Bristol for the time being, was directed to be sold under the direction of the said Commissioners, and conveyed by the said Bishop of Gloucester and Bristol as therein mentioned; And that the said Dean and Chapter being desirous of becoming the purchasers of the said site of the said palace, with the garden ground belonging to the same, situate near the Cathedral Church of the Holy and Undivided Trinity in Bristol aforesaid, together also with the stabling and coach-house belonging to the late Bishop of Bristol, then in the occupation of Edward Fox, horsedealer, they, the said Dean and Chapter, had proposed to the said Lord Bishop, and to the said Ecclesiastical Commissioners for England, to leave the decision of the value of the said site, stabling, garden ground, and hereditaments to the arbitration of two persons, or their umpire, to be selected as thereinafter mentioned, to which the said Lord Bishop and the said Commissioners had respectively assented: And reciting that Young Sturge, of the city of Bristol, land surveyor, had been appointed the valuer on the part of the said Lord Bishop, and of the said Commissioners, and John Millard Tucker, of the said city, land surveyor, had been chosen by the Dean and Chapter as the valuer on their part; and that the said Young Sturge and John Millard Tucker had mutually appointed Edward Sampson, of the parish of Henbury, in the county of Gloucester, esquire, as an umpire in case of their disagreement, the said William Lewton Clarke, William Clarke, and Charles Stewart Clarke on behalf of the said Lord Bishop, and of the aforesaid Commissioners, and the said George Rogers on behalf of the said Dean and Chapter, had mutually agreed to abide by the award, order, and arbitrament of the said arbitrators or umpire, as the case might be, and that the sum to be named by them or him should be the price at which the said Dean and Chapter should become the purchasers of the said site, garden ground, stabling, hereditaments and premises. It is by the said agreement witnessed that the said Lord Bishop and the said Commissioners on the one part, and the said Dean and Chapter on the other part, did promise and agree that they would abide by the award to be made by the said Young Sturge and John Millard Tucker under their hands on or before the fifth day of November then next; and if they should not on that day have signed any award, then by the award to be made by the said Edward Sampson under his hand on or before the fifth day of December then next, or such other day as he should appoint by indorsement thereon, signed by him; and that the said Dean and Chapter should within three months after the date of any award made as aforesaid, pay into the Bank of England to the credit of the

the Ecclesiastical Commissioners for England and to an account intituled "Bristol Palace Account," the full sum which should be fixed by such award as the price of the said premises: And whereas the said Young Sturge and John Millard Tucker did not make and sign any award in the premises by the time mentioned in the said agreement, namely, on or before the fifth day of November then next, and now last past. And the said Edward Sampson, by an indorsement on the said agreement signed by him, did enlarge the time for making his award from the said fifth day of December to the thirtieth day of the same month, then and now instant. Now be it known that I, the said Edward Sampson, having viewed the said site, garden ground, stabling and hereditaments, and having heard witnesses examined touching the premises, and what has been alleged by the agents and solicitors on either side, do by this my award in writing under my hand, award and determine that the sum of one thousand four hundred and fifty pounds of lawful money of Great Britain, current in England, shall be paid by the said Dean and Chapter in manner in the said agreement mentioned, as and for the price or value of the said site, garden ground, stabling and hereditaments. In witness whereof I have hereunto subscribed my hand this twenty-third day of December, one thousand eight hundred and thirty-seven. Episcopal Palace, Bristol.

Signed and published by the said Edward Sampson as his award, on this twenty-third day of December, one thousand eight hundred and thirty-seven, in the presence of

(signed) *Edward Sampson.*

Henry Gingell, Solicitor, Henbury.

No. 65.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 28 December 1837.

We beg to inform you that Mr. Tucker has just called on us to propose that we should concur with the Dean and Chapter in jointly presenting to Mr. Sampson the sum of 25 guineas for his trouble in undertaking the office of umpire, and for his award; this sum to be independent of the smaller sum of 4*l.* 10*s.*, his solicitor's charge for preparing the same.

We informed Mr. Tucker we should correspond with you on the subject, and shall feel, therefore, obliged by your sentiments, though we confess ourselves that, considering how important a service Mr. Sampson has rendered to the Dean and Chapter, a much larger donation is due from that body alone than the amount proposed. We presume there can be no possible hurry in the matter until the Ecclesiastical Commissioners have formed their determination as to the validity of the award.

We have, &c.
(signed) *Clarke & Sons.*

No. 66.

From the Right Honourable *H. Hobhouse* to the Assistant Secretary.

Dear Sir, Hadspen, 1 January 1838.

I return the Bristol Palace papers which Mr. Murray sent me on Saturday. I do not recollect what was the sum offered by the Dean and Chapter, but if the award is a just one (which I have no doubt the umpire intended it to be) we must have been much misled by Mr. Sturge. After reading the minutes, I doubt whether we can expect to set aside the award, though Mr. Tucker indulged in much matter which was quite irrelevant, and ought not to have been permitted. I think it would be well for you to ask Messrs. Clarke (for the information of the Commissioners) with reference to his second ground for impeaching the award, whether any objection was at the time taken to Mr. Tucker's being heard as an advocate by Mr. Sampson, on account of his having been one of the arbitrators.

Yours truly,
(signed) *H. Hobhouse.*

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No. 67.

From Messrs. *Clarke & Sons* to the Assistant Secretary.

Dear Sir, Registrar's Office, Bristol, 4 January 1838.

Our Mr. William Clarke, who has had the management of this business, is at present at Exeter. We have sent him a copy of your letter, and you will no doubt hear from him in answer thereto. We are sorry we cannot, in his absence, send you an immediate reply.

We remain, &c.
(signed) *Clarke & Sons.*

No. 68.

From *W. Clarke*, Esq. to the Secretary.

Dear Sir, Exeter, 5 January 1838.

Mr. Chalk's letter of the 3d instant has been forwarded to me at this place, inquiring whether any objection was at the time taken to Mr. Tucker's being heard as an advocate by Mr. Sampson, on account of his having been one of the arbitrators; and in reply thereto I beg to state, that as Mr. Tucker represented to me a few days before the meeting, that the Dean and Chapter desired him to be present on account of Mr. Rogers being incapable of attending, I did not object thereto; nor could I with propriety have stopped his questions to the witnesses or addressing the umpire in the absence of a single person to represent the Dean and Chapter. My objection, however (referred to in Mr. Chalk's letter), to the award was, that Mr. Tucker tendered, notwithstanding my objection, and Mr. Sampson received as evidence, the private valuation of Mr. Sturge, which the latter considered a confidential communication, and never intended for Mr. Sampson's perusal.

I respectfully submit that it is contrary to the principles by which the law considers arbitrators ought to be guided for one to transform himself into a mere partisan, or to attempt to prejudice the umpire's mind by the confidential valuation of the other in his absence, and wholly without his consent; that valuation having been suggested whilst the duties of both existed and were being discharged.

I beg to suggest the propriety of your inquiring of Mr. Sturge whether he did or not consider his valuation as entirely confidential, and not at all intended to be shown to Mr. Sampson, for confirmation of my own impression of the case. With regard, however, to the other objection, both myself and the clerk present on the occasion are ready to swear to the accuracy of the account sent of actual offers being in evidence before the arbitrator; and I have little doubt of procuring from the parties themselves a repetition on oath of the same offers then made, if required.

I cannot myself avoid recurring to the express tender made by Fox for the stabling (which, with some difficulty, I induced him to abandon, in consequence of the Bishop of Hereford, when Dean of Bristol, having offered 300 *l.* on behalf of the Dean and Chapter,) because I represented to him at the time, as an inducement to waive the contract, that the Dean and Chapter would outbid him. Unless, therefore, Mr. Sampson put down 300 *l.* for the stabling, as one item in the price, that alone would almost revive Fox's right to purchase under his tender. If Mr. Sampson did value 300 *l.* for the stabling, then the deduction of 200 *l.* in addition, for the building materials, would leave the value of the garden under 1,000 *l.*, which would be contrary to their own evidence.

I really can only regard the award as a blunder from beginning to end, made entirely in disregard of positive evidence; and so far as Mr. Tucker was concerned, irregularly conducted; and I sincerely trust the Ecclesiastical Commissioners may not acquiesce in the decision.

I remain, &c.
(signed) *William Clarke.*

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No. 69.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Palace, Gloucester, 6 January 1838.

As I am convinced that the writer of the enclosed letter wishes it to come under your notice and that of the Commission, I shall not disappoint him, and therefore I enclose it to you. But from reasons which you understand, I have declined altogether taking any part in the sale of the late palace, and in the discussions relating to it. About the stables and coach-house, you may remember that I have more than once stated to the Board reasons for thinking that they ought not to be sold, but continue in the hands of the Bishop. As my acquaintance with the locality has strengthened that opinion, I shall make another representation on the subject before I sign my consent to their alienation.

Believe me, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 69 *a.*

From *W. Clarke*, Esq. to the Bishop of *Gloucester* and *Bristol.*

My Lord, New London Inn, Exeter, 4 January 1838.

I have received a letter from our office in Bristol, addressed to me at this place (where I am detained on business), by which I am sorry to infer that it is probable Mr. Murray will not take any steps to set aside the unreasonable and illegal award Mr. Sampson has made respecting the episcopal palace and garden. I venture, however, to recall to your Lordship's recollection that the Bishop of Hereford (late Dean of Bristol) expressly stated to Mr. Archdeacon Thorp and myself that 300 *l.* at least was what the Chapter should give for the refusal of the stabling, after a positive offer by Fox, and a preliminary acceptance on my part of an amount nearly equal. I would also add, that upon the arbitration 200 *l.* was spoken of as the value of the building materials, and no evidence to the contrary was offered. How, therefore, in the face of positive offers from the builders, opposed only by three common architects, Mr. Sampson could venture to think 950 *l.* only as the price of the garden ground, situated in the midst of the Dean and Chapter property, adjoining their chapter-room, burial ground, and two of the prebendal houses, is what, from a person of his judgment, I could scarcely have expected.

I trust your Lordship will not think me guilty of improperly interfering after the investigation that has taken place; but I really hope Mr. Sampson will at least be asked to furnish the details of his valuation before it is confirmed, if steps be not taken to reverse it altogether.

I shall return to Bristol early in the next week, and shall hope to hear from Mr. Murray respecting the business. I had forwarded to him a proposal of Mr. Tucker's to compliment Mr. Sampson with 25 guineas for his trouble, to be paid jointly by the Ecclesiastical Commissioners and the Dean and Chapter; as to which I have not heard from him, owing I trust to a reluctance to acquiesce in the illegal award that has been made.

Trusting your Lordship is in the enjoyment of better health, and with the compliments of the season,

I have, &c.
(signed) *William Clarke.*

No. 70.

Letter from the Assistant Secretary to the Right Honourable *Henry Hobhouse.*

(Extract.)

Whitehall-place, 8 January 1838.

I trouble you with three letters from the Bishop of Gloucester and Bristol and Mr. Clarke, and shall feel greatly obliged by your instructions as to the answers I should return.

Episcopal Palace, Bristol.

No. 71.

Letter from Right Honourable *H. Hobhouse* to the Secretary.

(Extract.)

Dear Sir, Hadspen, 10 January 1838.

With respect to the Bristol palace, I imagined the purchase had been concluded long ago, and am surprised to collect from the recent correspondence that this is not the case. What can have been the cause of the delay? As for the stables, so far as I recollect, they were considered at the Board to be to all intents and purposes part of the site of the palace, though a short distance from the body of the mansion, and therefore properly saleable under the Act. But whatever was the cause of their being included in the sale, sold they are; and I consider it impossible for the Board, either in law or in honour, to revoke that sale.

Yours truly,
(signed) *H. Hobhouse.*

No. 72.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 13 January 1838.

Enclosed we have the pleasure to transmit you copy letter received from Mr. Rogers, and which we will thank you to lay before the Ecclesiastical Commissioners, and at your convenience to favour us with your instructions thereon.

We remain, &c.
(signed) *Clarke & Sons.*

No. 72 *a.*

From *G. Rogers*, Esq., to Messrs. *Clarke & Sons.*

Gentlemen,

In the agreement for the award of Mr. Sampson, as to the sum to be paid for the purchase of the site of the Bishop's garden, stable, coach-house, &c., it was stipulated that the Lord Bishop should, within one week after the date of such award, deliver to me, on behalf of the Dean and Chapter, an extract from the letters patent whereby the said premises were granted by King Henry the Eighth to the first Bishop of Bristol and his successors; and the London Gazette, of the 7th day of October 1836, and extracts of the registration, by the respective registrars of the late diocese of Bristol, of the Order of his late Majesty in Council; I beg to remind you that the award being dated 23 December last, nearly three weeks are now elapsed.

I am, &c.
(signed) *Geo. Rogers.*

No. 73.

From Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Registrar's Office, Bristol, 25 January 1838.

We beg to inform you that Mr. Rogers has called upon us for an answer to his letter of the 12th instant, a copy of which we had the pleasure to transmit you on the 13th.

We have, &c.
(signed) *Clarke & Sons.*

No. 74.

Episcopal Palace, Bristol.

No. 74.

From the Assistant Secretary to the Bishop of *Gloucester* and *Bristol*.

My Lord, Whitehall-place, 29 January 1838.

In forwarding the accompanying summons for Friday the 2d of February, I take the liberty of acquainting your Lordship that the meeting has been called in consequence of an application from the agent of the Dean and Chapter of Bristol, for the documents relating to the title to the Bristol palace site, which by the agreement for the award should have been furnished within one week after the date of the award (23d December last).

By complying with the request of the Dean and Chapter, the Commissioners would be precluded from questioning the validity of the award, which they are strongly urged by Messrs. Clarke to do, on the ground, firstly, that it is contrary to evidence; and, secondly, because Mr. Tucker, one of the arbitrators in the first instance, was allowed to act as agent for the Dean and Chapter when the case came before the umpire.

The principal object of the meeting is therefore to determine whether any and what step shall be taken with regard to the award, and what instructions shall be sent to Messrs. Clarke on the subject.

(signed) *James J. Chalk.*

No. 75.

From the Bishop of *Gloucester* and *Bristol* to the Assistant Secretary.

Sir, Palace, Gloucester, 1 February 1838.

I am much obliged to you for informing me of the subject to be laid before the Ecclesiastical Commissioners at the meeting called for to-morrow.

I have, for reasons which the Board will understand, carefully abstained from any interference, and even from asking questions respecting the affair of the valuation of the late Episcopal Palace at Bristol. I explained to Messrs. Clarke my determination not to concern myself in this transaction. When, therefore I received a letter from Mr. W. Clarke, junior, with the details of his objections to the award, I supposed that it must have been written with the view to its reaching the Board. I accordingly enclosed it to Mr. Murray, and took no further notice of it.

Mr. Sampson's award is certainly a smaller sum than was expected at Bristol; but having heard only Mr. Clarke's side of the question, I am of course not in a situation to pronounce an opinion upon its merits. I feel myself, however, bound to inform the Board that Mr. Sampson is a gentleman of the highest possible reputation on every account, and that, for his honour and integrity, he is a person of much authority, and universally looked up to at Bristol and its neighbourhood. With regard to his station in life, it is enough to say that he was one of the three nominated last year for the office of high sheriff for the county of Gloucester.

I remain, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 76.

Extract from Minutes of General Meeting, held 2 February 1838.

Read,—The following letters from Messrs. Clarke of Bristol (*vide* Nos. 64, 65, and 72, *antea*).

Resolved,—That the Commissioners do not think there are sufficient grounds for setting aside the award; and are of opinion that the charges are reasonable, and that Messrs. Clarke be directed to proceed accordingly.

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No. 77.

From the Assistant Secretary to Messrs. *Clarke & Sons.*

Dear Sirs, Whitehall-place, 3 February 1838.

The whole of the proceedings in the Bristol palace case having been taken into consideration by the Ecclesiastical Commissioners for England at a meeting held yesterday, I am enabled to reply to your several letters which are yet unanswered.

The Commissioners, after giving all your arguments the fullest consideration, are of opinion that the grounds suggested in your letter of the 23d December (No. 64, *antea*), are not sufficient to warrant their endeavouring to set aside the award.

They are further of opinion that the two sums of 25 guineas and 4 *l.* 10*s.* mentioned in your letter of the 28th December (No. 65, *antea*), as the proposed fee to the umpire, and his solicitors' charges, are reasonable, and have desired me to authorize you to pay their moiety.

And with regard to the extracts from the letters patent, &c., to request you will inform Mr. Rogers that they shall be procured with as little delay as possible and forwarded to you.

(signed) *James J. Chalk.*

No. 78.

From *G. Rogers*, Esq. to the Secretary.

Sir, Bristol, Cloisters, 16 March 1838.

In the agreement entered into previously to the award then to be made of the sum to be paid by the Dean and Chapter of Bristol for the site of the Bishop's late palace, stabling, coach-house, &c., it was stipulated that the Lord Bishop should, within one week after the date of the award, deliver to me, on behalf of the Dean and Chapter, an extract of the letters patent of King Henry the Eighth, the London Gazette of the 7th October last, and extracts of the registration, &c. Not having received these documents within the time specified, I wrote to Messrs. Clarke, and by their last letter, of the 5th February, they informed me that they had received a letter from you to say that you would procure and send them with as little delay as possible. The award being dated the 23d last December, I beg the favour of your informing me the occasion of the delay, and when I may expect to receive them. The money to be applied in this purchase being in the name of the Accountant-general, will probably take some time before it can be transferred.

I have, &c.
(signed) *George Rogers,*
Chapter Clerk.

No. 79.

From the Assistant Secretary to *G. Rogers*, Esq.

Sir, 5 Whitehall-place, 17 March 1838.

In reply to your letter of yesterday to Mr. Murray, I beg to acquaint you that the letters patent of Henry the Eighth, and the London Gazette of the 7th of October last, will be transmitted to Messrs. Clarke on Wednesday next, or Thursday at the latest, to which they will add the extract from the registry at Bristol, and then deliver them to you immediately.

I am extremely sorry that you should have had so much trouble, but hope that the delay will not be productive of any serious inconvenience.

I have, &c.
(signed) *James J. Chalk.*

No. 80.

Episcopal Palace, Bristol.

No. 80.

FROM the Secretary to Messrs. *Clarke & Sons.*

Dear Sirs, 5, Whitehall-place, 21 March 1838.

I AM at length enabled to send you the documents relating to the title to the site of the late palace at Bristol, to which you will be pleased to add an official copy of the registration of the Order in Council, and hand them over to Mr. Rogers with as little delay as possible.

I find that we have not a copy left of the London Gazette of the 7th October 1836, I therefore send you one of the 18th, which likewise contains the Order in Council, and shall feel obliged by your letting Mr. Rogers have your own copy of that published on the 7th.

I am, &c.
(signed) *C. K. Murray.*

No. 81.

FROM Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Bristol, 24 March 1838.

WE beg to acknowledge the receipt of your letter of the 21st instant, together with the documents relating to the title to the site of the late palace at Bristol, and in pursuance of our directions we have added an official copy from the registry of the Order in Council, the whole of which we have transmitted to Mr. Rogers.

Our copy of the London Gazette of the 7th October 1836 having been bound up with the original Order in Council and other papers deposited in our registry, we are sorry we cannot assist you by furnishing Mr. Rogers with the Gazette of that date, but we will endeavour to prevail on him to accept that of the 18th transmitted, provided you cannot procure a copy of the one referred to.

We remain, &c.
(signed) *Clarke & Sons.*

No. 82.

FROM the Secretary to Messrs. *Clarke & Sons.*

Dear Sir, Whitehall-place, 15 June 1838.

THE Ecclesiastical Commissioners for England are desirous of hearing further from you at your earliest convenience, respecting the sale of the site of the Episcopal Palace at Bristol.

(signed) *C. K. Murray.*

No. 83.

FROM Messrs. *Clarke & Sons* to the Secretary.

Bristol, 14 August 1848.

WE have received from the chapter clerk, and have the pleasure to send you herewith, the draft of conveyance from the Lord Bishop, with the consent of the Ecclesiastical Commissioners, to the Dean and Chapter of Bristol. We have made a few verbal corrections, and have altered the covenants for title, and against incumbrances, so as to limit them to the Bishop and his successors, for we think that under all the circumstances peculiar to this sale, the Bishop ought not to covenant against the Acts of his predecessors, though we are not clear that if persisted in, it may not be required. When you have perused the draft on behalf of the Commissioners, you will have the kindness to return it to us, and we will hand it to Mr. Rogers, with any suggestions you may be good enough to furnish.

We have, &c.
(signed) *Clarke & Sons.*

Episcopal Palace, Bristol.

No. 84.

From *William Clarke*, Esq., to the Secretary.

Dear Sir, Bristol, 15 August 1838.

The draft conveyance from the Ecclesiastical Commissioners for England to the Dean and Chapter of Bristol, was accidentally put into the post-office yesterday, before I had the opportunity of perusing it, but having attended to the business from its commencement, I should feel anxious to go through the draft attentively with the agreement on which the sale took place, and will therefore esteem it a particular favour if you will allow it to be returned to me, when I will immediately peruse and forward it to you again.

I remain, &c.
(signed) *William Clarke.*

No. 85.

From *William Clarke*, Esq., to the Secretary.

Dear Sir,

I am much obliged by the receipt of the draft deed of conveyance from the Bishop of Gloucester and Bristol to the Dean and Chapter, of the site of the Bishop's palace and garden, stabling, &c., the form of which I consider to be objectionable on two grounds; first, that it contains the recital of a variety of transactions between the Bristol Dock Company and the Dean and Chapter, totally unconnected with the present sale; and secondly, because his Lordship is not, I conceive, under the terms of the Order in Council (with full notice of which the purchasers bought) called upon to enter into any other covenant whatever, than against his own incumbrances since the union of the two dioceses.

I have therefore communicated to Mr. Rogers, that it will be impossible to mix up either his Lordship or the Commissioners with notice of the facts recited, merely to avoid the expense of a separate deed; which, although we should otherwise have been anxious to save the Dean and Chapter, would, under these circumstances, impose too much responsibility on parties who can have no interest in the matters referred to.

To enable you to judge of the correctness of my views in this respect, I beg to enclose you the draft conveyance for your perusal, and shall esteem it a particular favour if you would communicate your own impression as to the business.

I remain, &c.
(signed) *William Clarke.*

No. 86.

From the Assistant Secretary to Messrs. *Clarke & Sons.*

Gentlemen, Whitehall-place, 24 August 1838.

I am desired by Mr. Murray to acknowledge the receipt of the draft conveyance of the Bristol palace site, &c., from the Bishop of Gloucester and Bristol to the Dean and Chapter, which shall have his earliest consideration, after which he will communicate with you upon the subject.

(signed) *James J. Chalk.*

No. 87.

From the Secretary to the Right Hon. *Henry Hobhouse.*

Dear Sir, 5, Whitehall-place, 23 August 1838.

I think it safer at once to submit to you a communication from Messrs. Clarke of Bristol, accompanying the draft conveyance of the palace site to the Dean and Chapter.

(signed) *C. K. Murray.*

No 88.

Episcopal Palace, Bristol.

From the Right Hon. *H. Hobhouse* to the Secretary.

Dear Sir, Hadspen, 24 August 1838

This morning's post has brought me your letter of yesterday with the draft of conveyance from the Bishop to the Chapter of Bristol, and Mr. Clarke's letter relative to it. I have perused the draft, which I return. I should have liked it much better if, after reciting so much of our Act, scheme, &c., as would show the Bishop's power to sell with our approbation, it had proceeded to state his contract to sell for 1,450*l.*, and then gone to the operative part of the conveyance; and had omitted all the long story about the improvement of the port, and the modes by which the money got into Chancery and out of it, as well as the submission of the price to arbitration, and the umpirage respecting it. All this trash merely swells the conveyance; but I do not think it worth while for either us or the Bishop to object to it. In Mr. Clarke's other point I entirely concur with him. I take it to be quite clear that the Bishop cannot be required to covenant against the acts of his predecessors; and in truth it was absurd to insert such a covenant, for every lawyer must know that the present Bishop could not be affected by any incumbrance created by a predecessor. On this head I have gone a little beyond Mr. Clarke, I have drawn my pen through various words wholly inapplicable to land belonging to an ecclesiastic, or indeed to any corporation, and adapted only to private property.

How is the fact that the purchase-money has been paid to our credit at the Bank? And if paid, when was it paid? It ought to have been paid within three months after Sampson's award; that is, before 23d March 1838, which it clearly was not. Interest, therefore, ought to have been paid from that day. Has it been so? Both principal and interest ought to be invested in the same mode as the rest of the Bristol palace fund. Has that been done?

Yours, &c.
(signed) *H. Hobhouse.*

No. 89.

From the Assistant Secretary to Messrs. *Clarke & Sons.*

Gentlemen. Whitehall-place, 30 August 1838.

I am directed by Mr. Murray to return you the draft grant of the site of the late palace at Bristol, settled by him on behalf of the Ecclesiastical Commissioners for England; he agrees with you that the long recital about the improvement of the park, &c., are quite unnecessary, but does not think it worth while to create any delay by objecting to them; but with regard to the other point raised by you, it is quite clear that the Bishop cannot be required to covenant against the acts of his predecessors. In it you will perceive that various words are struck out, as wholly inapplicable to land belonging to an ecclesiastic, or indeed to any corporation, and adapted only to private property.

Will you have the goodness to call Mr. Roger's attention to the name of the account of the Bishop of Exeter, to which the purchase-money is to be paid as the Commissioners have more than one account at the Bank?

(signed) *James J. Chalk.*

No. 90.

From *G. Rogers*, Esq., to the Secretary.

Sir, Bristol, 3 October 1838.

I lately sent to Mr. Clarke the deeds of conveyance of the site of the late Bishop's palace, coach-house, stables, &c., to be executed by the Lord Bishop of Gloucester and Bristol, and the Ecclesiastical Commissioners, but I have not yet had them returned; the Dean and Chapter request the favour of you to inform them when it is probable they will be executed and sent to them, and also to inquire whether the keys may not be delivered to them immediately; and if so, that you will have the goodness to give directions for that purpose.

I have, &c.
(signed) *George Rogers.*

Episcopal Palace, Bristol.

No. 91.

Gentlemen, 5, Whitehall-place, 10 October 1838.

I BEG to forward you a copy of a letter from Mr. Rogers, and shall feel obliged if you will furnish him with an answer.

(signed) *C. K. Murray.*

No. 92.

FROM the Secretary to Messrs. *Clarke & Sons.*

Dear Sir, Registry, Bristol, 15 October 1838.

WE have forwarded the conveyance to Gloucester for the Lord Bishop's signature. His Lordship's numerous and pressing engagements have probably prevented immediate attention being given to it; but we have written to Gloucester to-day. We have written Mr. Rogers to this effect.

Yours, &c.
(signed) *Clarke & Sons.*

No. 93.

FROM Messrs. *Clarke & Sons* to the Assistant Secretary.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Palace, Gloucester, 28 December 1838.

I AM obliged to trouble you with the enclosed copy of a correspondence between the Dean of Bristol and myself, (Nos. 94 *a* to 94 *f*, *postea*,) which I must request you at the first opportunity to lay before the Ecclesiastical Commissioners.

It may perhaps be recollected that I doubted the power of the Commissioners to dispose of the Bishop's stables and coach-house under the provisions of the Act which enabled them to sell the site of the late palace at Bristol, since these buildings are in a different part of the precincts, and in no way connected with the palace, and I am forced to say, that I am not convinced that this opinion is wrong, but of course I submitted to the opinion of the Board, and it was also at their suggestion that I made to the Dean and Chapter, as purchasers of the premises, the application to which the accompanying correspondence refers. The Board will observe that I limited my request strictly to that accommodation, which if it be denied to the Bishop, he unavoidably incurs some impropriety and even scandal; but this accommodation cannot be permanently secured except by its being specified in the deed of conveyance.

I am aware of the words of the Order in Council regarding the sale of the site of the palace, but unless I can be assured that it is compulsory upon me, I cannot bring myself to execute the deeds without the insertion of a clause, reserving to the Bishop the little privilege which I now ask; without it, all succeeding Bishops, resident in the neighbourhood of Bristol, will feel that they have reason to complain of the alienation of this part of the episcopal property.

The Board will observe that the delay which has taken place has not been owing to me.

I am, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 94 *a*.

Episcopal Palace, Bristol.

FROM the Bishop of *Gloucester* and *Bristol* to the Dean of *Bristol*.

My dear Mr. Dean, Cloisters, Westminster, 6 July 1838.

I AM under the necessity of troubling you upon a subject with which you may have observed that I have hitherto carefully abstained from interfering; I mean the sale of the late palace at Bristol and its appurtenances to you and your Chapter.

Part of the property sold to you by the Ecclesiastical Commissioners, consists of a stable and coach-house very near the deanery; I was all along adverse to the alienation of these latter premises from the see, but my opinion was overruled by the Board, who felt it right to carry out what appeared to them to be the intentions of the Act of Parliament. As this matter has been decided, I can of course say no more, but upon representing the inconvenience to which the Bishop is subjected for want of any place where his carriage and horses can remain during divine service at the Cathedral, the Board has expressed its opinion that the subject was one for private arrangement and accommodation with the purchasers, and was not of magnitude enough to require their interference.

The extent of my grievance is this: on Sundays, during my residence in the neighbourhood of Bristol, I have to send my carriage to the inn at a considerable distance through the streets; this prevents, at least, one servant from attending church, and it has an offensive appearance to see the Bishop's carriage going backwards and forwards through the streets at such times, after setting him down and before taking him up. The Commissioners are of opinion that a matter of this kind, when mentioned to an ecclesiastical body, will produce an immediate permission that the Bishop's carriage and horses shall be harboured on Sundays, during church time, so long as he is resident near Bristol. I confess that I had much rather solicit this indulgence as a favour to myself than at the instance of the Board. I do not altogether like asking that as a favour which I think I was entitled to have required as a condition before the property passed away from the see. But the matter is not one of magnitude, and except for the public violation of property would not have been worth naming.

I wish therefore to say, that if the Dean and Chapter will kindly allow my carriage and horses to be placed in the coach-house and stables during these hours, I should consider it as a personal obligation to myself, and more particularly if the indulgence be so expressed that it may be considered as being given to the episcopal office rather than the individual.

I am, &c.
(signed) *J. H. Gloucester* and *Bristol*.

No. 94 *b*.

FROM the Dean of *Bristol* to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, Deanery, Bristol, 9 July 1838.

IN answer to your note of the 6th, respecting part of the premises purchased by the Dean and Chapter of the Church Commissioners, I can only say that no arrangement can be made until the property is in our hands and our surveyor has seen it, and reported to us as to the best purposes to which it can be converted. As your Lordship's object is only to procure a standing for your horses and carriage during your attendance at Divine service, I think you can scarcely be aware of the extent of the premises you wish to obtain for that purpose; they consist of a double coach-house and seven-stalled stable; these are now vacant, and adjoining to them, a coach-house and three-stalled stable, held by Mr. Phillips, which have been without a tenant for some time, and which your Lordship could have at a moderate rent. I shall be most happy in lending you my assistance in accomplishing the object of your wish, and I cannot think there will be any difficulty attending it.

Believe me, &c.
(signed) *J. Lamb*.

Episcopal Palace, Bristol.

No. 94 *c*.

From the Bishop of *Gloucester* and *Bristol* to the Dean of *Bristol*.

My dear Mr. Dean, Cloisters, Westminster, 11 July 1838.

From your reply to my letter of July 6th, it is clear that you have misapprehended the exact purport of it, and the extent of my request. My wish was strictly limited to this one point, that the Bishop might be allowed, when he went to the Cathedral on Sundays, to place his carriage and a pair of horses in those premises which are now on the point of being severed from the see. My request did not extend to the possession or occupation of the stables, or to the liberty of placing them there on any other day, as there is no objection of sending them at other times to an inn. My object will not be answered by hiring a coachhouse and stables, or occasional standings in them, since such accommodation is precarious and liable to be withdrawn, and the accommodation which I want I should like to be secured for my successors as well as for myself. The favour which I wish is rather of an ecclesiastical than of a personal kind. To myself individually it will be a very small object, since the fund for obtaining a residence near Bristol is too small to hold out any chance of my ever being able to build one, though my successors may do so, and you are perhaps aware that the power which other Bishops possess of building at the expense of the see is not permitted to me. This matter does not press, and may well wait for the consideration of youself and the Chapter, &c.

I remain, &c.
(signed) *J. H. Gloucester* and *Bristol*.

No. 94 *d*.

From the Dean of *Bristol* to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, Bristol, 12 July 1838.

At the next meeting of the Chapter I will submit to their consideration your Lordship's proposal respecting the coach-house and stable.

Believe me, &c.
(signed) *J. Lamb*.

The Bishop acknowledged this letter on July 16th, intimating that he expected to hear the result of the matter being laid before the Chapter.

No. 94 *e*.

From the Dean of *Bristol* to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, Cambridge, 20 December 1838.

From a note which I received this morning from our Chapter clerk, I find there exists some obstacle to our obtaining possession of the late episcopal premises, and that your Lordship is waiting to know the determination of the Dean and Chapter respecting the stables, &c. I ought to have communicated to you that the determination of the Chapter was to enter into no arrangements respecting any part of the property until they were put in legal possession of it. As soon as this is done they will be ready to receive any proposals respecting it.

I am, &c.
(signed) *J. Lamb*.

No. 94 *f*.

From the Bishop of *Gloucester* and *Bristol* to the Dean of *Bristol*.

My dear Mr. Dean, Palace, Gloucester, 22 December 1838.

I beg leave to acknowledge your letter of December 20th, communicating the reply of your Chapter to the application made by me in July last relative to the episcopal

episcopal stables and coach-house at Bristol. I will lose no time in acquainting the Ecclesiastical Commissioners, at whose suggestion the application took place, with your answer. Episcopal Palace Bristol.

I shall rely upon your letting the Chapter know, when you have the opportunity that I did not receive their communication until the present moment, that no delay in this matter may be imputed to me.

Believe me, &c.
(signed) *H. Gloucester* and *Bristol.*

No. 95.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, 5, Whitehall-place, 31 December 1838.

It is at present uncertain when the next meeting of the Ecclesiastical Comsioners for England will be held; but whenever it may be, your Lordship may rely upon my bringing to their notice your letter of the 28th instant, and the correspondence which accompanied it (Nos. 93, and 94*a* to 94*f*, *antea*).

I have, &c.
(signed) *C. K. Murray.*

No. 96.

From the Secretary to the Bishop of *London.*

My dear Lord, Whitehall-place, 3 January 1839.

I send the enclosed (Nos. 93, 94 and 95,) in order that you may consider the expediency of some private communication to the Bishop of Gloucester and Bristol.

The letters will show how very long the completion of the sale has been delayed, for a reason which I should humbly conceive can never be adopted by the Commissioners.

The Dean and Chapter have purchased the property free from any such condition as that now attempted to be imposed; and how can they now be asked to bind themselves, still less their successors, to new terms?

With reference to the question of having sold the stables at all, now again raised by the Bishop, the matter stands thus:—

On the 14th April 1837 (No. 11, *antea*), when the forms of and conditions of sale were just about to be settled, a letter from the Bishop (No. 10, *antea*), objecting to the sale of the stables was read at the Board, and the consequence was that nothing further was done till the Bishop came to town. On the 24th May, (No. 17, *antea*), at a meeting at which he was present, the whole affair was fully discussed, and it was finally resolved to sell the stables.

I have retained copies of the correspondence, which I have simply acknowledged, with a promise of submitting it to the Commissioners; and I will, if you think fit, send them for Mr. Hobhouse's consideration and opinion.

I have, &c.
(signed) *C. K. Murray.*

No. 97.

From the Bishop of *London* to the Secretary.

My dear Sir, Fulham, 4 January 1839.

I think you had better send this correspondence to Mr. Hobhouse. I do not recollect the reasons which operated with the Commissioners not to accede to the Bishop's proposition.

Yours truly,
(signed) *C. J. London.*

Episcopal Palace, Bristol.

No. 98.

Letter from the Secretary to the Right Hon. *Henry Hobhouse.*

Whitehall-place, 11 January 1839.

(Extract.)

In the Bristol palace case some little delay took place in settling the draft conveyance; that the Bishop who must, under the Order in Council himself convey, has declined it seems to do so until the point raised by his correspondence with the Dean is determined.

The conveyance has long been in his possession for execution.

The Bishop of London having wished the papers to be referred for your opinion, I shall now venture to tell him what you say, and again suggest to him the expediency of privately communicating with the Bishop of Gloucester and Bristol.

No. 99.

Letter from the Secretary to the Bishop of *London.*

Whitehall-place, 11 January 1839.

(Extract.)

The following is an extract from a letter on general business received this morning from Mr. Hobhouse:—

"With respect to the Bristol palace, I imagined the purchase had been concluded long ago, and am surprised to collect from the recent correspondence that this is not the case. As for the stables, so far as I can recollect, they were considered at the Board to be to all intents and purposes part of the site of the palace, though at a short distance from the body of the mansion, and therefore properly saleable under the Act; but whatever was the cause of their being included in the sale, sold they are; and I consider it impossible for the Board, either in law or in honour, to revoke that sale."

In these observations it is true that Mr. Hobhouse does not in terms grapple with the particular point raised by the correspondence of the Bishop with the Dean; but having had that correspondence before him as well as all the other circumstances of the case, and knowing as I do his extreme accuracy and care, I can have no doubt that in this opinion he virtually involves that question. And that his advice to the Board would be, that having sanctioned, and in fact contracted for, an unconditional sale, all parties are now bound by that contract, I have no right to attempt to reopen it by the imposition of any new terms.

In this view of the case, I would again humbly suggest that a private communication from your Lordship might relieve both the Bishop and the Board from some awkwardness. You will observe that the Dean in his letter of the 9th July, although firm in the determination not to cede anything in this stage of the business, opens the door for a fresh negotiation, when the property shall have been regularly conveyed under the contract already entered into.

If you think it better, I can of course have no difficulty in transmitting Mr. Hobhouse's opinion to the Bishop.

No. 100.

From the Bishop of *London* to the Secretary.

My dear Sir, Fulham, 14 January 1839.

I had rather not write to the Bishop of Gloucester and Bristol on the subject of the stables. The *facts* and legal *condition* of the case should be stated to him. If the stables are not really sold, or as good as sold (*i. e.* bargained for), it is open for consideration whether they shall be sold at all (if indeed we are at liberty *not* to sell them), but I doubt whether they *can* be sold, subject to the *condition* for which the Bishop wishes to stipulate, although it is certainly very proper that he should have some place in the precincts of the church for his carriage and horses, and if the right could be reserved to him, it would be well.

I am, &c.

(signed) *C. J. London.*

Episcopal Palace, Bristol.

No. 101.

LETTER from the Secretary to the Right Honourable *Henry Hobhouse*.

Whitehall-place, 17 January 1839.

(Extract.)

THE Bishop of London declines writing to the Bishop of Gloucester and Bristol upon the subject of the stables, but thinks that the facts and legal condition of the case should be stated to him.

I do not well see how I can venture to do more until I have submitted the whole matter to the Board at their next meeting, according to the Bishop's own wish.

No. 102.

EXTRACT from Minutes of General Meeting, held 4 February 1839.

Read,—A correspondence between the Bishop of Gloucester and Bristol, upon the subject of the stables which have been contracted to be sold by the Commissioners to the Dean and Chapter as part of the site of the late Episcopal Palace at Bristol, in which correspondence the Bishop requests the Dean and Chapter to allow a condition to be inserted in the conveyance remaining for execution by his Lordship, to the effect that he shall be at liberty to use the stables for his carriage and horses during Divine service at the Cathedral on Sundays; and the Dean and Chapter entertaining the proposition in the present stage of the business, and until they shall have become the legal owners of the property.

Resolved,—That the Commissioners feel satisfied, after anxiously considering all the circumstances, that they cannot with any propriety interfere in this matter.

Having, under the authority vested in them by the Order in Council of the 5th October 1836, deliberately entered into a contract with the Dean and Chapter for the unconditional sale to them of certain property, at a certain price, they feel that they are bound both in law and honour, specifically to perform their contract without imposing any new terms upon the purchaser.

That a communication to this effect be made to the Bishop, and that he be privately informed that the Dean and Chapter are in a situation to enforce the specific performance of the contract by a bill in equity.

No. 103.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 5, Whitehall-place, 6 February 1839.

AT a meeting of the Board on Monday last, I drew the attention of the Ecclesiastical Commissioners for England, to the correspondence between your Lordship and the Dean of Bristol, respecting the coach-house and stables which have been sold to the Dean and Chapter as part of the site of the late Episcopal Palace at Bristol.

After an anxious consideration of all the circumstances, the Commissioners are satisfied that they cannot with any propriety interfere in the matter.

Having, under the authority vested in them by the Order in Council, of the 5th October 1836 (*vide* p. 3); deliberately entered into a contract with the Dean and Chapter, for the unconditional sale to them of certain property, at a certain price, they feel that they are bound both in law and honour, specifically to perform their contract without imposing any new terms upon the purchasers.

Your Lordship will observe that the tenor of the Dean's letters is such as to leave it open to your Lordship to renew the request for the desired accommodation, at any time after the deed of conveyance shall have been executed, according to the directions of the Order in Council, which formality is all that now remains to divest your Lordship of the legal estate, and enable the Dean and Chapter to deal with the property as its absolute owners.

(signed) *C. K. Murray*.

Episcopal Palace, Bristol.

No. 104.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, 5, Whitehall-place, 6 February 1839.

AN accident only prevented the accompanying official letter from being dispatched by last night's post.

In addition to its contents, I feel it right to point out to your Lordship what appears to be the strict legal view of the case in its present stage; namely, that the Dean and Chapter are in a position to compel, by a bill in equity, the specific performance of the contract without the introduction of any fresh conditions; and further, that the terms of the Order in Council are not merely permissive but directory upon your Lordship, so that by conveying the legal estate in the premises you cannot be considered as incurring responsibility.

(signed) *C. K. Murray.*

No. 105.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Palace, Gloucester, 12 February 1839.

IN consequence of your communication of the 6th February, acquainting me with the wishes of the Ecclesiastical Commissioners, I have executed the deed of conveyance of the site of the late Episcopal Palace and other premises at Bristol.

From some expressions in your letter I must request that you will assure the Commissioners that I never contemplated the idea of withholding my signature from these deeds, when it was their opinion and wish that I should affix it. The delay arose from the necessity, which I conceived there was, of acquainting them with the result of a communication which had been made at their instance and suggestion. I have forwarded the conveyance to Messrs. Clarke at Bristol.

I am, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 106.

EXTRACT from Minutes of General Meeting, held 13 February 1839.

Read,—A letter from the Bishop of Gloucester and Bristol announcing that his Lordship had executed the deed of conveyance of the Bristol palace site, and transmitted it to Messrs. Clarke, of Bristol.

No. 107.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Palace, Gloucester, 14 February 1839.

IT now becomes of consequence to me to ascertain what is the exact amount of the fund for procuring an episcopal residence in Bristol. The compensation money, with its accumulations is, I believe, now vested in the public stock, in the name of the Ecclesiastical Commissioners, and you will therefore be able without trouble, to let me know its present amount; the 1,450*l.* purchase-money of the premises will, I presume, be paid immediately by the Dean and Chapter, as they have signified that it was ready. From this however there will be certain deductions, though I knew of none except the bill which you are likely to receive from Messrs. Clarke, and which, I dare say, they will not delay sending you.

I remain, &c.

(signed) *J. H. Gloucester* and *Bristol.*

Episcopal Palace, Bristol.

No. 108.

FROM Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Bristol, 14 February 1839.

WE have received from the Lord Bishop the deed of conveyance of the site of the late Episcopal Palace, and other premises, to the Dean and Chapter, duly executed by his Lordship. His Lordship directs us to communicate with you, and know how you wish to have the purchase-money paid.

We are, &c.
(signed) *Clarke & Sons.*

No. 109.

FROM the Assistant Secretary to Messrs. *Clarke & Sons.*

Dear Sir, Whitehall-place, 16 February 1839.

IN reply to your letter of the 14th instant, I beg to inform you that the purchase-money of the site of the late palace at Bristol should be paid into the Bank of England to the account "Bristol Palace Fund," standing in the names of the Ecclesiastical Commissioners for England.

You will have the goodness to forward your account to the Commissioners with as little delay as possible after the business is completed.

(signed) *James J. Chalk.*

No. 110.

FROM the Assistant Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, Whitehall-place, 16 February 1839.

MR. MURRAY being very poorly, and unable to attend to business, has commissioned me, in reply to your Lordship's letter of the 14th instant (No. 107, *antea*), to acquaint you that the balance of the Bristol palace fund is as follows; viz.:—

	£.	*s.*	*d.*
£. 5,600 Exchequer bills, worth at this day's price 63*s.* -	5,776	8	–
Interest on ditto to this day, at 2*d.* per day - - -	111	10	8
Cash - - - - - - - - - - -	300	17	5
£.	6,188	16	1

To this of course will be to be added the 1,450*l.* for the site of the late palace and stables, minus the charges of Messrs. Clarke, to whom I have written to-day to say they will forward their account as soon as they have settled the purchase.

(signed) *James J. Chalk.*

No. 111.

FROM the Bishop of *Gloucester* and *Bristol* to the Assistant Secretary.

Sir, Palace, Gloucester, 18 February 1839.

I AM much obliged to you for your letter of February 16, containing the particulars of the present state of the balance of the Bristol palace fund. If I rightly understand you, there are above 300*l.* in hand not making any interest. Probably if the matter is mentioned to the Board they will give orders for investing this sum either in the Funds or in Exchequer bills.

I am, &c.
(signed) *J. H. Gloucester* and *Bristol.*

Episcopal Palace Bristol.

No. 112.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, Whitehall-place, 19 February 1839.

I will take care that the necessary instructions shall be given to the Bank to invest in Exchequer bills that portion of the Bristol palace fund which is now in cash.

(signed) *C. K. Murray.*

No. 113.

From the Secretary to the Governor and Company of the Bank of *England.*

Gentlemen, Whitehall-place, 19 February 1839.

I am directed by the Ecclesiastical Commissioners for England to request that the cash now standing to their credit to the account of the Bristol palace fund may be laid out in Exchequer bills.

(signed) *C. K. Murray.*

No. 114.

From Messrs. *Clarke & Sons* to the Assistant Secretary.

Dear Sir, Bristol, 25 February 1839.

Mr. Osborne, the new Chapter clerk, has been with us to-day, and requested that we would forward to you the deed of conveyance of the site of the late Episcopal Palace, for the purpose of the same having the seal of the Ecclesiastical Commissioners affixed thereto. He informs us that the late Chapter clerk's (Mr. Rogers) agents, Messrs. White & Whitmore, have the purchase-money under their control; and that as soon as they are informed that the seal of the Ecclesiastical Board has been affixed thereto, they will pay the money into the Bank, according to the terms of the conveyance. We shall, however, thank you merely to produce the conveyance to them, and not to deliver the same, but to return the same to us, as before we can settle the purchase we must receive from the Chapter the moiety of the money paid to Mr. Sampson, the referee.

We are, &c.

(signed) *Clarke & Sons.*

We send the conveyance in a separate parcel.

No. 115.

Extract from Minutes of General Meeting, held 27 February 1839.

The conveyance of the site of the Episcopal Palace at Bristol to the Dean and Chapter of Bristol, executed by the Bishop of Gloucester and Bristol, was executed by the Commissioners under their common seal.

No. 116.

From the Secretary to Messrs. *Clarke & Sons.*

Dear Sirs, Whitehall-place, 2 March 1839.

With this you will receive the deed of conveyance of the late Episcopal Palace, duly executed by the Ecclesiastical Commissioners for England; upon receiving which you will take the further necessary steps.

Application has been made to Messrs. White & Whitmore according to your suggestion, respecting the purchase money, but their answer is, that they have not received it.

(signed) *C. K. Murray.*

Episcopal Palace, Bristol.

No. 117.

FROM Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Bristol, 23 March 1839.

WE have been sending frequently to the solicitors of the Dean and Chapter, endeavouring to expedite the conclusion of their business, but without effect. We were in hopes, ere this, to have been enabled to send you our account, and to have written you that the business had been concluded. We have written the Chapter clerk again this day, and trust we may succeed in drawing the attention of the parties. We cannot ascertain that the purchase-money has been paid according to the terms of the conveyance.

We remain, &c.
(signed) *Clarke & Sons.*

No. 118.

FROM Messrs. *Clarke & Sons* to the Secretary.

Dear Sir, Bristol, 26 April 1839.

MR. ROGERS has sent to us to complete this purchase, stating that the 1,450*l.* have been paid into the Bank of England; before however concluding this business, which we are anxious to do, we think it right to receive information from you that the purchase-money has been actually paid in proper form.

We are, &c.
(signed) *Clarke & Sons.*

No. 119.

FROM the Assistant Secretary to Messrs. *Clarke & Sons.*

Dear Sirs, 5, Whitehall-place, 29 April 1839.

I HAVE ascertained that 1,450*l.* have been paid into the Bank by Mr. Whitmore, to the credit of the Ecclesiastical Commissioners for England, Bristol Palace Fund."

(signed) *James J. Chalk.*

No. 120.

EXTRACT of a Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Palace, Gloucester, 18 December 1839.

PRAY do me the favour of letting me know what is the present amount of Exchequer bills on the account of my see, for the purpose of buying or building an episcopal residence at Bristol, and what is the interest upon them, either in hand or due.

No. 121.

FROM the Assistant Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, Whitehall-place, 28 December 1839.

BY Mr. Murray's desire I forward to your Lordship the following account of the Bristol palace fund: viz.

	£.	s.	d.
£. 7,300 Exchequer Bills - - - - -	7,300	–	–
Discount - - - - - -	14	12	–
	7,285	8	–
Interest to Christmas 1839 - - -	113	17	7½
Cash - - - - - - - -	44	15	1
Present Amount of Fund - - - £.	7,444	–	8½

(signed) *James J. Chalk.*

NORTHLEACH RECTORIAL ESTATE.

Northleach Rectorial Estate.

No. 1.

EXTRACT from Minutes of General Meeting, 18 June 1840.

THE Bishop of Gloucester and Bristol stated that he had opened a negotiation for the sale to the lessee of an estate, consisting of land held on two leases for lives, the ages being respectively 51, 48, 28, and 51, 48, 31.

Resolved,—That Mr. Morgan's opinion be obtained as to the number of years' price, and that the Bishop take steps to ascertain the present annual value of the property.

No. 2.

CASE submitted to Mr. *Morgan*, and his Answers.

WHAT is the present market value of the reversion of land let on a Bishop's lease for three lives, aged respectfully 51, 48, 28?

The like on lives of 51, 48, 31?

The like as to the reserved rents?

N.B.—State the rate of interest allowed.

Answer.—The present value of the reversion of the land under the lease first abovementioned, is 7½ years' purchase of the clear annual produce.

The value of the reserved rent for the three lives is equal to 17½ years' purchase; in perpetuity, to 25 years' purchase.

Value of the reversion of the land in the second case is 7½ years' purchase of the clear annual produce.

The value of the reserved rents for the three lives in this case is 17½ years' purchase; value of the same in perpetuity, 25 years' purchase.

Equitable Assurance Office, 19 June 1840. *Arthur Morgan.*

No. 3.

FROM the Assistant Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5, Whitehall-place, 20 June 1840.

I HAVE the honour to transmit to your Lordship a copy of the case submitted to Mr. Morgan, and of his answers. Your Lordship is, I presume, aware that it is necessary that the Commissioners should be furnished with the particulars of the estates at your earliest convenience.

(signed) *James J. Chalk.*

Northleach Rectorial Estate.

No. 4.

PARTICULARS of the Rectory of *Northleach*, in the County of *Gloucester*, held by Leases for Lives from the Right Rev. the Lord Bishop of *Gloucester* and *Bristol* by Mr. *Thomas Eeles*.

THE lessee, Mr. Thomas Eeles, is a respectable farmer, and holds the whole of the estate in hand. The soil is mostly a stone brash, part down land, and a small portion a clay. It is sound, healthy, and dry; forms an excellent sheep farm, and the lessee is a very successful breeder of Cotswold sheep. The farm is subdivided by stone walls into large inclosures, lies very compactly together, and is well managed, the lessee never taking two white straw crops in succession, but strictly following the five-field course of husbandry, except when a field is laid down to sainfoin, which is usually done with oats after a wheat crop. The management therefore is excellent, and the property is much improved thereby. There is no timber whatever upon the estate.

The buildings called Cottage Farm, comprise a farmhouse, barns, stables, carthouses and sheds, built of stone and tiles, with suitable fold and rick yards and ewe bowsings in tenantable repair. Detached from the farmhouse is a barn and stable, built of stone and tiled, open sheds, two foldyards, a shed, carthouse, and small yard. These buildings are called the Abbey or Ellen's Ditch.

The whole of the lands are arable, except two small paddocks near to the house, and another ground near to the homestead is part grass, and the remainder is about to be laid down to permanent pasture.

The estate is situate in the hamlet of Eastington, near to Northleach, is tithe free, and the land-tax is redeemed. The parochial rates are very moderate. The only portion in Northleach parish is the site of the Tithe Barn (the materials of which were used in the barn built on that portion of the farm called the Abbey or Ellen's Ditch), now a small yard having a shed thereon, adjoining to the dwelling-house of Mr. William Hewer, jun., tenant to Lord Sherborne, but for which the lessee receives no rent or acknowledgment. The lessee also states that with the exception of 5*s.* per annum, paid by Mr. William Brindle, he does not receive any corn rents or other payments, although he is informed that he is entitled to the following sums in lieu of the tithes of corn and hay for lands in Northleach: viz.

	£.	*s.*	*d.*
Alice Harding	–	3	10½
John Neal	–	1	–
Thomas Dyer	–	1	10
Frederick Herbert	–	5	7
Richard Wood	–	2	11
William Brindle	–	5	–
James Hawker	–	2	11
W. M. Duckett	–	3	–
Charles Lambley	–	6	6
Richard Goodman	–	5	2
James Goodman	–	1	2
£.	1	19	–

The Cottage Farm is held for the lives of Mr. Thomas Eeles, the lessee, born 4th June 1789, aged about 51 years; Robert Lane, nephew of Mr. Eeles, and living with him, aged about 33 years, and Robert Vyner, Esq., of Gautby Hall, Lincolnshire, aged about 51 years.

The reserved rent, and reserved land tax payable to the Bishop for this leasehold, is 13 *l.* 9 *s.* per annum.

The following quantities are computed.

Northleach Rectorial Estate.

Name of Parcel, &c.	State.	Computed Quantity.	Value per Acre.	Estimated Annual Value.
		A. R. P.	s. d.	£. s. d.
Farmhouse, outbuildings, yards, garden, paddocks, and two cottages and gardens for labourers	- - -	6 0 0	- -	25 - -
Rickyard Ground - - -	seeds fed - -	17 0 0	20 -	17 - -
Upper Paddock - - -	part grass - - / part barley - -	10 0 0	20 -	10 - -
Upper Bratch - - - -	vetches - -	25 0 0	18 -	22 10 -
New Bratch - - - -	seeds fed - -	27 0 0	20 -	27 - -
Carthouse Ground - - -	barley - -	15 0 0	18 -	13 10 -
Hither Downs - - - -	old seeds - -	20 0 0	23 -	23 - -
The Further Downs - - -	seeds - -	15 0 0	22 -	16 10 -
The Hilly Downs - - -	swedes and turnips - -	20 0 0	22 -	22 - -
The Little Downs - - -	seeds fed - -	11 0 0	22 -	12 2 -
Cawcut Ground or Forty Acres -	wheat - -	41 0 0	20 -	41 - -
The Barrow Ground - - -	barley - -	27 0 0	17 -	22 19 -
Ash Coppice Ground - - -	swedes - -	25 0 0	22 -	27 10 -
The Pool Ground - - -	sainfoin - -	46 0 0	20 -	46 - -
Hither Saltway - - - -	sainfoin - -	21 0 0	23 -	24 3 -
Further Saltway - - -	seeds mown -	22 0 0	23 -	25 6 -
The computed quantity and estimated annual value of the Cottage Farm - - - - - - -		348 0 0	- -	375 10 -
Deduct for repairs of buildings - - - - -		- - -	- -	5 10 -
	Estimated Annual Value - - - £.			370 - -

The value in fee is worth 28 years' purchase, and, upon the estimated annual value of 370 *l.*, comes to 10,360 *l.*

The Abbey or Ellen's Ditch Farm, is held for the lives of Robert Vyner, Esq., of Gautby Hall, Lincolnshire, aged about 51 years; Thomas Craddock, of Aldsworth, near Northleach, aged about 40 years; and Joseph Craddock, of Eastington, aged about 22 years, and comprises the following parcels of land.

The reserved rent and reserved land tax, payable to the Bishop for this leasehold is 6 *l.* 14 *s.* 6 *d.* per annum.

Name of Parcel, &c.	State.	Estimated Quantity.	Value per Acre.	Estimated Annual Value.
		A. R. P.	s. d.	£. s. d.
Three Bush Hill - - -	turnips - -	22 0 0	17 -	18 14 -
Lower Chambers Sleight - -	clover - -	16 0 0	20 -	16 - -
Upper Chambers Sleight - -	barley - -	16 0 0	21 -	16 16 -
Barn, stable, sheds, fold, and rick-yard, and Ellen's Ditch or Lower Collett's Grave - -	wheat - -	18 0 0	24 -	21 12 - / 6 - -
Upper Collett's Grave - -	sainfoin and cow-grass - -	16 0 0	27 -	21 12 -
Barn Ground - - - -	peas and oats -	18 0 0	23 -	20 14 -
The Spring Ground - - -	sainfoin - -	22 0 0	19 -	20 18 -
Ground below the Barn Ground -	wheat - -	18 0 0	23 -	20 14 -
The Computed Quantity and Estimated Annual Value of the Abbey, or Ellen's Ditch Farm - -		146 0 0	- -	162 - -
Deduct for repairs of buildings - - - - - - -				2 - -
	Estimated Annual Value - - - £.			160 - -

Which, at 28 years' purchase, the estimated value of the fee, comes to 4,480 *l.*

Northleach Rectorial Estate.

COLLECTED.

	Computed Quantity.			Estimated Annual Value.			Estimated Value in Fee.		
	A.	R.	P.	£.	s.	d.	£.	s.	d.
The Cottage Farm	348	0	0	370	–	–	10,360	–	–
The Abbey or Ellen's Ditch Farm	146	0	0	160	–	–	4,480	–	–
	494	0	0	530	–	–	14,840	–	–
Add for the site of Tithe Barn and money payments from Northleach	–	–	–	3	–	–	84	–	–
Total £.	494	0	0	533	–	–	14,924	–	–

According to a copy of the Eastington Inclosure Award in the office of the clerk of the peace at Gloucester, dated 2d January 1783, the following allotments were made to Robert Vyner, of Gautby, in the county of Lincoln, esquire, lessee under the Bishop of Gloucester, of the appropriate rectory of Northleach, and comprise the two farms hereinbefore mentioned: viz.

	A.	R.	P.	
First Allotment, containing	106	2	34	In lieu of and as a compensation for all tithes and moduses arising within, and payable out of, the lands and premises by the Act directed to be divided and inclosed.
Second Allotment „	43	0	30	
Third Allotment „	276	1	24	
Fourth Allotment „	64	3	33	In lieu of and as a compensation for tithes and dues issuing, or payable out of or for all and every the messuages, cottages, tenements, mills, gardens, orchards, and other ancient inclosures within the hamlet of Eastington, otherwise Northleach Foreign, belonging to the several owners or proprietors of the said lands directed to be inclosed.
	491	1	1	

The plan annexed to the award makes mention of some few small properties, of inconsiderable extent, remaining titheable, but the quantity is not stated.

For *Fulljames* and *Castree*,

Gloucester, 29 June 1840. *Josiah Castree.*

No. 5.

Extract from Minutes of General Meeting, held 14 July 1840.

The secretary laid before the Board the following calculation by Mr. Morgan, respecting the estate proposed to be sold by the Bishop of Gloucester and Bristol towards raising the additional money for the Stapleton estate:—

The present value of the reversion of the land under the lease first abovementioned is 7¾ years of the clear annual produce.

The value of the reserved rent for the three lives is equal to 17¾ years' purchase; in perpetuity, to 25 years' purchase.

Value of the reversion of the land in the second case is 7¾ years' purchase of the clear annual produce.

The value of the reserved rents for the three lives in this case is 17¾ years' purchase; value of the same in perpetuity, 25 years' purchase

(signed) *Arthur Murray.*

Northleach Rectorial Estate.

No. 6.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Cloisters, Westminster, 22 July 1840.

The following are the precise facts respecting the tenure of my two estates at Northleach. Both leases were granted on the same day, November 28, 1817; the smaller of the two to Abraham Craddock, for the lives of—

	Age.
Robert Viner - - - - - - -	28
Thomas Craddock - - - - - -	25
Joseph Craddock - - - - - - -	5

The larger to Robert Eeles, for the lives of—

Robert Viner - - - - - - -	28
Robert Eeles - - - - - - -	28
Robert Lane - - - - - - -	8

The consequence is that the ages of the nominees of the first lease will be in November next, 51, 48 and 28.

Those in the larger lease will be 51, 51 and 31.

Mr. Morgan has calculated that the Bishop's reversion in case of the first tenure is worth 7⅕ years' purchase, and that by adding 3 years to the youngest of the three lives, it is worth 7½ years' purchase. By way of equalizing the two, I calculated the aggregate at 7½ years, and the result was what you have in the paper which I left with you yesterday. The result is less than the price which the lessee has agreed to give, 4,600*l.*; but you will observe in the valuation that Mr. Castree, the surveyor, has not made the usual abatement for the expenses of repairs, which are hardly ever less than five per cent. on the gross rental. As for Mr. Castree's statement of the ages of the nominees, it is utterly erroneous, and that, as well as the calculation of the fee-simple, were matters with which he had nothing to do. Just as I had got thus far, Mr. Chalk has called upon me, and will be the bearer of this.

Yours, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 7.

Extract from Minutes of General Meeting, held 15 August 1840.

Read,—Mr. Morgan's valuation of the Northleach estate, belonging to the see of Gloucester and Bristol, a letter from the Bishop, dated 22 July last, and a calculation made by the Bishop, showing the offer of 4,600*l.* for the estate to be an advantageous one for the see.

Approved accordingly.

No. 8.

Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Stapleton, Bristol, 6 October 1840.

I should have written to you sooner, but have been in daily expectation of being able to inform you of the completion of the sale of my Northleach property, and that there would be no necessity for letting you know the absurd obstacle which has been raised respecting it. You will remember that the conveyance of the reversion of this property to Mr. Eeles was made on the day I left town, at the last meeting of the Ecclesiastical Commissioners, on the 15th of August. At that time, and ever since, the purchaser has declared that the money was lying unproductive at his bankers, but requires an abatement of 100*l.* for the following very

very senseless reason. He says that he was not aware during the negotiation that he, as possessor of the rectorial estate, would have to maintain the chancel of the church; and his assertion is really preposterous, because he did know that the present lease fixes the charge of maintaining the chancel during the lives of the longest liver of the three nominees, and he well knew that it was proposed he should purchase in perpetuity that which he already holds for a term. He says that he was ignorant that the maintenance of a chancel is always fixed for ever upon a rectory; but had he consulted any lawyer he would have told him of the fact. He did not go to his solicitor until after the agreement had been made, though advised by Mr. Holt to do so. His solicitor, a respectable person at Cirencester, does not pretend to vindicate his client; but only urges that he ought not to pay for his ignorance, and he adds that Mr. Eeles is obstinate. Of course I cannot agree to an abatement of 100*l.* or 100 pence, and I will candidly declare that I think the Commissioners ought not to do it. The consequence is, that I am now paying interest for the unpaid portion of the purchase-money, viz., 3,400*l.*, and therefore we must take a prompt and decisive course. There are three things to be done:— Northleach Rectorial Estate.

1. To call upon him either to pay the money, or to rescind the bargain, paying the expenses which have been incurred.
2. To compromise the matter by proposing to abate him 50*l.*
3. To file a Bill in Chancery to compel the execution of the agreement.

You may perhaps be able to suggest some other mode; let me ask whether you can take the opinion of the law officers on this point for the Commissioners; if so, my secretary shall immediately supply you with the case and the evidence, which, I own, I think is very complete. We have two other negotiations for the sale of property on hand. If either of them were in a sufficiently advanced state, I should certainly be for breaking off the contract with Eeles.

I find this even a better residence than I expected. You will be so kind as to let me know as soon as you can the opinion about the honorary canons. I presume the next meeting will not be before the middle of November.

(signed) *J. H. Gloucester* and *Bristol.*

No. 9.

Letter from the Secretary to the Bishop of *Gloucester.*

My dear Lord, Whitehall-place, 7 October 1840.

I am glad to find that Stapleton is habitable, and that you can for a short time bear with its incomplete condition.

The obstacle created to the completion of the Northleach sale appears to be as absurd as it is annoying. My opinion is, that a peremptory letter from the solicitor, insisting upon immediate completion, and threatening, in default, the institution of proceedings to compel it, will be effective.

Concession in whole or in part is out of the question, and if the threat will not succeed, perhaps the service of a subpœna to appear, and answer to a bill in Chancery, will have more weight.

I confess I think it would be throwing away money to seek the opinion of the Crown lawyers upon a matter which seems to admit of no legal doubt whatever; I say this of course without a perfect knowledge of the precise contents of the contract; but I assume it to be correct and sufficient. The objection to incurring needless expense has the more force, from the circumstance that the Order in Council of 2d April 1840, provides for payment of all costs, &c. of sales, as well as of the purchase of Stapleton out of the proceeds of sales; the see therefore would be the sufferer.

A committee meeting is talked of for the first week in November, and I suppose there will be a general meeting in the course of the next week.

(signed) *C. K. Murray.*

Northleach Rectorial Estate.

No. 10.

Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Stapleton, 17 October 1840.

Since I received your letter of the 7th instant, I have been making an attempt through his solicitor to bring Mr. Eeles, my lessee and purchaser of the Northleach estate, to reason on the subject of his preposterous demand of the abatement of 100*l.* in the purchase money, and have endeavoured to convince him of the inevitable consequence of this protracted obstinacy, which will be accumulated expense. My secretary, Mr. Holt, has had an interview with Mr. Eeles and the solicitor together, and the solicitor (Mr. Lediard of Cirencester) has expressed a great desire to have the thing settled by arbitration, as he admits that his client is wrong in law, but he has no more influence over his mind than I have. The suggestion to which they agree, and to which they ask my consent, is to refer the question of abatement to some one of the landed proprietors of the county, an impartial person, and who is acquainted with business, and there are two named, to either of whom I shall readily assent. If the case were not so urgent as it is (for I am daily a loser by paying interest on the purchase money of Stapleton), I should hesitate as to this proposal; but as it is, I am very desirous to have it settled, and am quite clear that no honest arbiter can decide against me.

My suggestion, however, is, that the whole 4,600*l.* (*query*, with its interest, since it has borne interest at the bankers) should be immediately paid into the Bank of England, and that there be a written agreement to return such portion, if any, as an arbiter may decide to be due to Eeles, in consequence of his not having been told in words that the estate would be liable to the repairs of the chancel of the church; but I wish first to ask, whether you think that under the circumstances, I can fairly make this agreement without the previous sanction of the Commissioners? The consequences of delay are so obviously prejudicial to the see, inasmuch as it is daily increasing the purchase money of Stapleton, that I think the part of prudence is to bring the thing to an issue; even suppose the worst, and imagine that the arbiter should require the return of a part, or the whole sum claimed, still it is probable that the loss thus incurred will be less than the loss produced by delay and litigation. As to the formal execution of the order of the Commissioners for the sale of the estate for 4,600*l.*, I do not apprehend that would be infringed by such an abatement, since the money to be returned must be set down to the unavoidable expenses of the purchase; still I wish to hear as soon as you can, what are your sentiments on the matter; the question is in fact so much one of time.

The two persons named are Mr. Hyett of Painswick, and Mr. Hopkinson of Edgworth, both gentlemen of unimpeachable character.

(signed) *J. H. Gloucester* and *Bristol.*

No. 11.

Letter from the Secretary to the Bishop of *Gloucester.*

My dear Lord, Whitehall-place, 19 October 1840.

I find that I must not venture on my own personal responsibility to sanction any middle course in the case of the Northleach purchase; but I will, unless I hear to the contrary from your Lordship by return of post submit the whole question to the consideration of Mr. Hobhouse, and be guided by his opinion.

(signed) *C. K. Murray.*

No. 12.

From the Secretary to *Thomas Holt*, Esq.

Sir, 5, Whitehall-place, 19 October 1840.

In consequence of a note which I have this morning received from the Bishop of Gloucester and Bristol, I shall be obliged by your sending me by return of post a copy of the Northleach contract.

(signed) *C. K. Murray.*

Northleach Rectorial Estate.

No. 13.

LETTER from *Thomas Holt*, Esq., to the Secretary.

Sir, Gloucester, 20 October 1840.

I BEG to enclose you a copy of Mr. Eeles' letter of the 16th June last, which contains the only contract made by him for this purchase.

I wrote to him in reply on the 19th June, informing him that the Lord Bishop had recommended the sale of the farm to him for 4,600*l.*, including the reserved rent, and that the Ecclesiastical Commissioners were inclined to look favourably upon the offer, so that I had no doubt he could make his leasehold a freehold estate.

I wrote again to him on the 2d July, informing him that I had heard from the Bishop, and that "his Lordship had no doubt that his purchase at 4,600*l.* would be ratified," and I desired him to begin to look out for the money.

This was all that passed in writing as to the purchase. Nothing was ever said on the one side or the other as to the repairs of the chancel until the draft conveyance was read over to him by my clerk two days before the conveyance was sealed.

(signed) *Thomas Holt.*

No. 13 *a.*

LETTER from *Thomas Eeles*, Esq., to *Thomas Holt*, Esq.

Dear Sir, Cottage Farm, Eastington, 16 June 1840.

I AM sorry I could not give you an answer before, as I did not receive your letter, dated 10th, till Sunday last. I meant the 4,500*l.* to include the reserved rent. Now, according to your proposal, and for me to offer separate sums, I will give the offer of 4,000*l.* for the reversion in the land, and 600*l.* for the purchase of the reserved rent, leaving it to the Lord Bishop, and hoping he will give 100*l.* of it back to me, as I think I gave a very strong offer. If this is accepted, I shall feel much obliged to you to let me know as soon as possible, and to give as much time as you can in order to get the money for it.

(signed) *Thomas Eeles.*

No. 14.

LETTER from the Right Honourable *Henry Hobhouse* to the Secretary.

Hadspen, 23 October 1840.

(Extract.)

I THINK this case teaches us a lesson of the injudiciousness of any public body making a conveyance without a formal contract being entered into by the purchaser, by which lesson it will be right to profit henceforth. I should suppose a court of equity would hold Eeles to be bound by his letter of 16th June (No. 13 *a*, *antea*), but not till it has been stamped, and the penalty paid for so doing. This expense, besides the costs of an equity suit, and the doubt which may be raised as to the sufficiency of the contract, are in my mind decisive against embarking in a suit with Mr. Eeles. As to the merits of the case, I agree with you *in toto*. There is no question that the liability to repair the chancel falls on the impropriator, and that a man who contracts to buy an impropriation, takes it subject to that consequent liability, whether he is apprised of it or not. Here, however, Eeles was cognizant of it, and he has not therefore the plausible pretence for abatement which an ignorant person might have. But this is a question of law, and not one either of fact or of value. It seems to me therefore absurd to refer it to a country gentleman if referred at all, it ought to be to a lawyer.

Northleach Pectorial Estate.

No. 15.

LETTER from the Secretary to the Bishop of *Gloucester*.

My dear Lord, Whitehall-place, 24 October 1840.

I SEND a copy of Mr. Hobhouse's opinion respecting Northleach. I was myself greatly surprised at receiving from Mr. Holt so imperfect a contract.

(signed) *C. K. Murray.*

No. 16.

LETTER from the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Stapleton, Bristol, 5 November 1840.

I HAD hoped, and fully expected to have had a communication respecting the payment for my Northleach sale, to have laid before the committee to-morrow. In consequence of the extract from Mr. Hobhouse's letter which you sent me, I intimated to the purchaser, that his proposed reference of the point which he has raised to a country gentleman, was inadmissible; but that if he would come to a definite agreement to refer the case to some barrister of name and eminence, I would desire the concurrence of the Commissioners to this; but I regret to say no answer has come. As the only alternative seems to be a Chancery suit, with certain increase of delay and expense, perhaps the Commissioners will give their sanction to the point of 100 *l.* being settled by a reference to a barrister. So clear do I feel respecting the equity and reasonableness of my cause, that I am almost indifferent as to the person to be selected. If, however, this be not referred in a very few days, I hope that the solicitor of the Commissioners may be empowered to write a formal letter to Mr. Eeles, of Northleach, announcing that regular legal proceedings will be taken unless he pays the purchase money without further delay.

(signed) *J. H. Gloucester* and *Bristol.*

No. 17.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Stapleton, 7 November 1840.

I JUST learn from the solicitor to Mr. Eeles, the purchaser of my Northleach property, that he consents to a reference of the question respecting the chancel of the church, and his demand for abatement, to a barrister, and he proposes Mr. J. B. Parry or Mr. Wilbraham. I do not know either of these gentlemen, but I have understood that Mr. Wilbraham is a Chancery lawyer, of name and respectability, and as such, I will readily submit the thing to his judgment. Will you ask at the meeting to-morrow the consent of the Commissioners to my so doing? I really believe that any other course will be productive of more expense than this will, for it is to be observed, that in this case, delay is expense.

(signed) *J. H. Gloucester* and *Bristol.*

No. 18.

EXTRACT from Minutes of General Meeting, Tuesday, 17 November 1840.

THE secretary reported that the purchaser of the estate of Northleach, including the appropriate rectory, sold by the Bishop of Gloucester and Bristol, with the consent of the Commissioners, had refused to complete his contract, unless 100 *l.* are deducted from the purchase money, on the plea of his not being aware that he would be liable to the repair of the chancel. That after various negotiations, he had at length agreed to refer the matter to a barrister.

Resolved,—That this be agreed to, so far as the Commissioners are concerned, on the understanding that a regular bond of arbitration be entered into, and that the purchaser pay the whole costs in case the award be against him; but that previously to this step being taken, an offer may be made by the Bishop to divide the 100 *l.* with him.

No. 19.

Northleach Rectorial Estate.

THE Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 5, Whitehall-place, 18 November 1840

THE Commissioners are willing, so far as they have the power to do so, to sanction a reference of the Northleach question to either of the barristers named; but it must be upon the distinct understanding that a regular arbitration bond be executed by the purchaser, not only to abide by the award, but to pay the whole costs of the reference in case of failure; the costs falling upon your Lordship, *i. e.*, the see, in the other event.

The committee, however, think it better, before even this step be resorted to, that an attempt be made to divide the sum in contest between Mr. Eeles and the vendor, and so, if possible, close the affair without further delay or expense.

(signed) *C. K. Murray.*

No. 20.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Stapleton, 30 November 1840.

I AM extremely sorry to be under the necessity of troubling the Commissioners in the vexatious affair of the sale of my Northleach rectorial property, in order to pay the purchase of Stapleton.

I have already explained to you fully the outline of this case, and I now inclose a copy of the statement which I desired my secretary and solicitor, Mr. Holt, who conducted the matter, to draw up; and I beg leave to send the last letter of Mr. Lediard of Cirencester, the solicitor of Mr. Eeles, the lessee and purchaser of the reversion, as I think that shows in a pretty clear light the real ground on which Mr. Eeles relies.

The party injured by the abatement is the see. In addition to the other points, I wish the Commissioners to observe that Mr. Eeles has been for many years the lessee; that as such he has frequently repaired the chancel of the church, that his liability to do so is a covenant of the lease. It is admitted that during the negotiation for the sale of the reversion, the reparations of the chancl were not mentioned by my agent; but I own I do not see why it should have been mentioned any more than the liability of the estate to any rates or other charges. There is no analogy and no precedent even pretended from which he could infer that the estate was to be exonerated from a payment to which it had heretofore been liable. Even if he had a claim to an abatement, which I must ever believe he has not, still it could not amount to 100*l.*, or anything near it. The annual amount of the repairs could not be placed at more than 2*l.* a year, and on the other hand the rector will possess a claim to a pew, and other rights in the chancel, which really are an equivalent for the expense; the conduct of this person has been vexatious in the extreme. The original sum required of him was 5,000*l.*, it was abated to 4,600*l.*, on condition that the money was ready at his bankers. He has already put me to a considerable expense, which is daily increasing, for the interest of the unpaid money. Were the matter a private one, I should probably have conceded to his demand, but as it is public property I cannot bring myself to do this unless the Commissioners should advise it. Mr. Holt is apprehensive that the proposed reference to the Chancery lawyer will cause not only expense but great delay, which is further expense.

I must not omit to say that I have strong hopes of being able in a few days to recommend the sale of another reversion to the Commissioners; and if the purchase-money can be promptly procured, we might be able to dispense with Mr. Eeles altogether, or tell him that if the purchase-money be not paid immediately the bargain will be considered at an end; and I wish this language had been held to him earlier, as I do not think he would choose to forego his bargain; but I will follow the advice of the Commissioners.

(signed) *J. H. Gloucester* and *Bristol.*

Northleach Rectorial Estate.

No. 20 *a*.

A NEGOTIATION for the sale of the reversion of this property to Mr. Thomas Eeles, the lessee, was opened in the month of March 1840.

On the 5th April 1840 Mr. Eeles wrote to Mr. Holt, the Bishop's secretary, offering 4,000*l*., and expressing a wish that it would meet with the Bishop's approbation, as he very much wished to make it free.

This offer was declined, and on the 3d of June 1840, Mr. Eeles wrote again to Mr. Holt, offering 4,500*l*.

Mr. Holt having by letter on 10th June 1840, reminded Mr. Eeles that he had said nothing about the reserved rent, and that as that payment would be included in his purchase, it was desirable that he should make two distinct offers, one for the reversion of the estate, the other for the reserved rent.

To this Mr. Eeles replied as follows:—

" Dear Sir, Cottage Farm, Eastington, 16 June 1840.

" I am sorry I could not give you an answer before, as I did not receive your letter, dated the 10th, till Sunday last. I meant the 4,500*l*. to include the reserved rent. Now, according to your proposal for me to offer separate sums, I will give the offer of 4,000*l*. for the reversion in the land, and 600*l*. for the purchase of the reserved rent, leaving it to the Lord Bishop, and hoping he will give 100*l*. of it back again, as I think I have given a very strong offer. If this is accepted, I shall feel much obliged to you to let me know as soon as possible, and to give as much time as you can in order to get the money for it.

" T. Holt, Esq." (signed) " *Thomas Eeles.*"

To the above letter Mr. Holt replied that he thought the offer would be approved of by the Bishop, and sanctioned by the Ecclesiastical Commissioners, and that Mr. Eeles would thus make his estate free.

Mr. Holt, after the sale to Mr. Eeles was sanctioned by the Commissioners and approved by the Bishop, wrote to Mr. Eeles to know by whom the conveyance was to be prepared, and on the 10th of August he wrote to say that when he had prepared it, he should wish to have it perused by another solicitor.

It having been necessary, in order to obtain the Commissioners' seal to the conveyance, to prepare and engross it in a great hurry, Mr. Holt sent his clerk with the draft to Mr. Eeles at his residence in Eastington. When the draft was read over to him, he approved of it, and said he should not require it to be perused by another solicitor; but when the draft was read over, he observed that he learned for the first time he was to be burthened with the repair of the chancel, and that he had not agreed to take that burthen upon him, and he should object to do it; yet he made no objection to the deed being engrossed and sealed and executed, and he was told it must be done on the following day, as the Commissioners would not sit afterwards.

Although Mr. Eeles told Mr. Holt's clerk that he should not employ another solicitor, it has since appeared that he went immediately afterwards to Mr. Lediard of Cirencester, a solicitor there, and consulted him upon the matter, and put the whole affair into his hands. Mr. Lediard now on behalf of his client asserts that he (Eeles) was to have the estate free, and that consequently a deduction must be made from the purchase money if Mr. Eeles is to have cast upon him the burthen of the repair of the chancel; he demands 100*l*. as a compensation for this burthen.

Nothing was said on either side about the repair of the chancel; but it was considered unnecessary by Mr. Holt, and was already cast upon Mr. Eeles by his lease, and he had covenanted to keep it in repair, and was an inseparable incident to the rectorial estate. Mr. Eeles, by the purchase of the reversion, becomes the rector of Northleach in fee, and as such must repair the chancel of this church.

The question then is, whether, as this is a legal burthen on the estate, and is as much an outgoing from it as poor rates would be, Mr. Eeles can enforce his demand of a deduction from his purchase money as a compensation for this burthen, it not having been expressly stipulated that he should be liable to the repair of the chancel.

No. 20 *b*.

FROM *T. Lediard*, Esq. to *Thomas Holt*, Esq.

Dear Sir, Cirencester, 24 November 1840.

IT strikes me that if the Ecclesiastical Commissioners were given to understand the exact position of the dispute between the Bishop of Gloucester and Mr. Eeles, that they would at once direct the 100*l.* to be allowed Mr. Eeles; my opinion is confirmed in this respect from parties I have conferred with on the subject, stating that an application ought to be made to them. The Bishop, I believe, is one of the Commissioners, and who would be so proper as to lay the matter before them as his Lordship? No party would be injured by the Commissioners directing the abatement.

You have forgotten in your proposition, that I originally mentioned 150*l.* as the sum required, and when I proposed the 100*l.* it was given as Mr. Eeles' ultimatum; and therefore if you will have the goodness to forward me the statement that we might agree upon the case to submit to Mr. Wilbraham, I should feel obliged, at your earliest convenience.

(signed) *T. Lediard.*

No. 21.

EXTRACT from Minutes of General Meeting, Tuesday, 1 December 1840.

Read,—A letter from the Bishop of Gloucester and Bristol stating that the purchaser of the estate of Northleach had peremptorily declined the terms last offered to him, and refused to complete his purchase without the reduction of the 100*l.* originally claimed.

It appearing that the amount of the purchase money after the reduction would still exceed Mr. Morgan's valuation by more than 100*l.*, and that from the looseness of the contract much doubt exists as to whether a court of equity will enforce it,

Resolved,—That the sanction of the Commissioners be given to the remission of the sum claimed, if the Bishop deems it right to give up the point.

No. 22.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 5, Whitehall-place, 1 December 1840.

HAVING brought to the attention of the Board all the circumstances stated in your letter received this morning, and the accompanying papers, I am authorised to say that the Commissioners consent, so far as they are concerned, to the reduction of the purchase money of Northleach by the sum of 100*l.* claimed by the purchaser.

(signed) *C. K. Murray.*

No. 23.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 5, Whitehall-place, 10 December 1840.

BY inquiry made at the Bank this morning, I find that the Northleach purchase money was not paid in yesterday. I presume, therefore, that your Lordship will give me, in time for next Tuesday's meeting, an official intimation of the contract being rescinded, to be entered on the minutes.

(signed) *C. K. Murray.*

Northleach Rectorial Estate.

No. 24.

From *Thomas Lediard*, Esq., to Messrs. *Murray*, *Rymer* and *Murray*.

Dear Sirs, Cirencester, 12 December 1840.

This business commenced, and was carried on for some time, quite irregularly, and hence all the delay and difficulty.

I trust you have the correspondence between the Lord Bishop, Mr. Holt, and myself before you, from which I doubt not you will be satisfied, I, on the part of Mr. Eeles, have been ready to do more than can be required of us. Although, legally speaking, the Bishop has never placed himself in a situation to demand interest, yet upon the terms stated in my letter to his Lordship, three per cent., his Lordship may receive; or the money, 4,525 *l.*, may be paid into the Bank of England on Wednesday or Thursday next, but without interest.

If his Lordship cannot in justice to himself, assent to either of these propositions, I must call upon his Lordship to abide the decision of the arbitration as fixed upon. Mr. Wilbraham has been elected as the sole arbitrator by his Lordship, and with that gentleman my client is willing to leave his case.

(signed) *Thomas Lediard.*

No. 25.

Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

12 December 1840.

(Extract.)

The conduct of Eeles, the Northleach lessee, is hard to speak of with any patience; but as I have now peremptorily closed the correspondence, I think he will probably come with his money to the Bank of England in a day or two. If he does, and fairly pays the three per cent. interest from the 15th of August to the day of payment, it will perhaps be the better way to let him have his purchase; but if he urges the expense of conveyance, or something or other new and unforeseen, the better way will be to let him know that he has put an end to the business by the non-performance of the contract.

No. 26.

From Messrs. *Murray*, *Rymer* and *Murray*, to the Assistant Secretary.

Sir, 59, Chancery-lane, 30 December 1840.

We beg to inform you that Mr. Thomas Eeles has this day paid to the account of the Ecclesiastical Commissioners for England, 4,525 *l.*, at the Bank of England, being the amount of the sale of the estate of Northleach, from the see of Gloucester and Bristol, less 75 *l.*, agreed to be deducted in respect of the repairs of the chancel, and 50 *l.* 17 *s.* 11 *d.* for interest thereon from the 15th August to 28th December, at three per cent., and that thereupon we have delivered to him his conveyance.

(signed) *Murray*, *Rymer* and *Murray*.

No. 27.

Letter from the Secretary to the Bishop of *Gloucester* and *Bristol*.

5, Whitehall-place, 30 December 1840.

(Extract.)

I have now the satisfaction to report that the Northleach affair is settled, Mr. Lediard having paid the principal sum of 4,525 *l.*, with interest, amounting to 50 *l.* 17 *s.* 11 *d.*

This has been brought about in the mode which experience has taught me to be the best and safest in all matters of business involving pecuniary questions, namely, by communication between the professional men on both sides.

Northleach Rectorial Estate.

No. 28.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Stapleton, Bristol, 11 January 1841.

(Extract.)

I assure you that I am fully sensible of your kindness in taking in hand to extricate me from the vexatious and teasing circumstances in which I have been placed by my unfortunate bargain with Mr. Eeles, and I have deferred acknowledging this until I could let you know that the Stapleton purchase was complete; but it now appears that these people have contrived to practise the same arts of procrastination in the settlement as they did in inventing difficulties for the last five months, and they have added another month's delay, by sending, not the money, but a banker's order, payable on the 29th instant. It is useless to complain when one cannot help oneself. I therefore only now beg that, as I am obliged to pay four per cent. on the unpaid purchase money, the same interest may be required upon the 4,525*l.*

HORFIELD GREAT FARM.

Horfield Great Farm.

No. 1.

Memorandum.

The following Statement was submitted by the Bishop of Gloucester and Bristol, with a request to know the views of the Commissioners as to the sale of this estate, towards completing the purchase money, &c., of Stapleton, under the Order in Council of the 3d of April 1840; adding that a negotiation had already been opened with Mr. Storey, a lessee.

No. 1 *a*.

Storey, Lessee.

Number on Lithographic Map of 1827.			A.	R.	P.
5*b*	Upper Innocks	Pasture	9	1	37
6	Lower Innocks	Pasture	15	2	29
41, 39	Farmhouse, yards, offices, &c.	-	2	2	38
38	Great Orchard	Orchard, pasture	1	3	26
7	Home Mead, now an orchard	Orchard, pasture	4	2	20
8	Little Orchard				
9	Great Home Mead, and	Pasture	12	1	26
10	Home Mead Coppice, in one				
12, 13	Rose Mead and Grove, in one	Pasture	7	3	19
14	West Bartholomew Leaze	Pasture	12	2	1
15, 16	East Bartholomew Leaze	Pasture	14	3	25
11, 17, 18, 19	Bury-lane and Hayward's Meads, formerly in several pieces, now called Wooden Bridge Ground	Pasture	21	0	3
20, 21	East and West Bushey Innocks	Pasture	13	2	27
22	West New Leaze	Arable	12	1	23
23	Middle New Leaze	Arable	9	3	26
24	East New Leaze	Arable	14	1	6
25	Quab Mead	Pasture	5	1	19
26	Shermore	Arable	11	1	16
27	Great Oaken Bush Leaze	Arable	18	2	25
31	Shute Close	Arable	21	1	24
28	Little Elm Bush Leaze	Arable	7	3	23
29	Great Elm Bush Leaze	Pasture	10	3	1
30	Little Wood	Coppice	3	1	25
34	Little Oaken Bush Leaze	Arable	13	3	35
32, 33	Trinny Mead	Arable	16	3	36
			263	0	30

Horfield Great Farm.

REPORT.

THE particulars, admeasurements, &c. here used are taken from the printed particulars and plans which were published in August 1827, when this estate was offered for sale by public auction.

The buildings consist of a good farmhouse, which at an easy expense might be made a comfortable residence, with barn, stable, cattle stalls, &c., sufficient for the use of the farm, of stone and tile. The house is only two miles from Bristol, and adjoins the turnpike-road leading from that city to Gloucester.

The land lies within a ring fence.

The tithe of the hay of the farm is leased with the farm, and there is a modus of 25*s.* a year in lieu of all other tithes, and it is therefore on the payment of 25*s.* a year tithe free.

The land tax is 12*l.* 16*s.* a year.

The farm, as shown in the particulars, contains 263A. 0R. 30P.

The whole lies on a retentive subsoil, and stands much in need of draining.

There is some oak and some elm timber on the estate, but as the lessee is entitled to timber for general repairs, there could not be much cut without giving him reasonable cause of complaint; but I understand that he has lately cut some and sold it off the estate, which he has no right to do.

I am not aware that there are any mines or minerals under any part of the estate.

I understand that the present rent of the farm is 400 *l.* a year, but I consider this low, and have no doubt that under a lease a good tenant could be obtained at 450*l.* a year.

	£.	s.	d.	£.	s.	d.
Value per annum - - - - - - -			-	450	–	–
Deduct insurance and repairs five per cent. -	22	10	–			
„ Land tax - - - - - - -	12	16	–			
„ Modus - - - - - - -	1	5	–			
				36	11	–
Net Annual Value - - £.				413	9	–

Or, say, net annual value 410 *l.*

If this estate were in hand, and offered for sale in fee, I have no doubt it would sell for 28 years' purchase on 410 *l.*, or 11,480 *l.*

But I would wish to observe that when an estate is divided into two parts, as is this estate, one part a lifehold interest, and the other a reversionary interest, the value of the two parts taken together are not equal to the value of the whole. The total value of the estate is diminished by such division, but to what extent that diminution is effected depends on circumstances, and cannot be easily ascertained.

			A. R. P.	£.
SCUDDEN, LESSEE.—LOT 2.				
37	Hare Leaze - - - - - - -	Arable -	3 0 4	
	Three pieces lying dispersed in the East Common Meadow, in the parish of Filton -	Meadow -	0 2 13	
			3 2 17	= 170
GULLY, LESSEE.—LOT 4.				
5 *a*	Part of Upper Innocks - - - -	Pasture -	1 2 27	= 250
ISLES AND BENNETT, LESSEE.—LOT 7.				
1	West Conygar or Ludbridges - - -	Pasture -	6 0 26	
2	East Conygar or Ludbridges - - -	Pasture -	8 1 9	
			14 1 35	= 2,308

The

Horfield Great Farm.

The East Conygar has two public footpaths across it, one diagonally from corner to corner; and the other along the south side, which interferes to some extent with a regular plan for building; it contains 8 A. 1 R. 9 P. If it were applied to building purposes there must be taken out, on account of roads and the public footpaths, 1 A. 1 R. 9 P., leaving seven acres for sites of houses and gardens If each site were 20 perches, there would be eight sites to an acre, or 56 in the seven acres. If a ground rent of 2*l.* were reserved in each of the 56 sites that would give 112*l.* a year reserved rent, which taken at 20 years' purchase would give 2,240*l.*; but as it would be some years before all the houses would be built, or all the ground rents be payable, the 2,240*l.* must be discounted at 20 per cent. for immediate payment, which will leave 1,792*l.* for the value of the fee, or 216*l.* per acre nearly.

No. 1. The West Conygar, containing 6 A. 0 R. 26 P. is too far in the back ground to afford any chance of immediate building, and must therefore be taken as 6 A. 0 R. 26 P. of land, at 3*l.* per acre, and 28 years' purchase = 516*l.*

	A.	R.	P.	£.
West Congyar - - -	6	0	26	= 516
East Conygar - - -	8	1	9	= 1,792
	14	1	35	= 2,308

RUSSELL, LESSEE.

				A.	R.	P.	£.
	LOT 3.						
35	East Hill - - - - - - - -	Pasture	-	3	2	27	
36	West Hill - - - - - - - -	Pasture	-	4	2	21	
				8	1	8	= 500
	LOT 5.			A.	R.	P.	£.
4	Byn Land - - - - - - - -	Pasture	-	11	1	10	= 1,960

On Lot 5 there are 26 houses of an inferior description built. The 11 A. 1 R. 10 P., if equally divided, would give 0 A. 1 R. 30 P. to each house. The gross rental of the 26 houses, with the 11 A. 1 R. 10 P. might be taken at 200*l.* a year, from which must be deducted on account of insurance and repairs, loss of rent, and poundage for collecting, 30 per cent., or 60*l.*, leaving a net rental of 140*l.*, but houses of this description, if in fee, are not worth more than 14 years' purchase: 140*l.* a year, at 14 years' purchase, is 1,960*l.* for the value of the fee, or about 173*l.* an acre, with the buildings on it.

RUSSELL, LESSEE.—LOT 6.

				A.	R.	P.	£.
3	Horse Hill - - - - - - - -	Pasture	-	13	3	2	= 2,890

Lot 6 contains 13 A. 3 R. 2 P., and there are 36 houses, mostly of an inferior description, built on it; by the calculation of the value of Lot 5, I bring that lot to 173*l.* per acre, with the buildings on it. But this Lot 6 is more square, and better for laying out for buildings, and has more frontage against the turnpike road, and would, if in fee with the buildings thereon, be worth 210*l.* per acre, or 2,890*l.*

		COLLECTED AMOUNTS.				Net Annual Value.	
		A. R. P.	£.			£. s. d.	
Storey, Lessee - - -	Lot 1	263 0 30	11,480	Value if in hand, and in fee		410 – –	
Scudden, Lessee - -	Lot 2	3 2 17	170	ditto	ditto - -	6 – –	
Russell, Lessee - -	Lot 3	8 1 8	500			20 – –	
Ditto ditto - - -	Lot 5	11 1 10	1,960	£. 5,350	ditto - -	140 – –	
Ditto ditto - - -	Lot 6	13 3 2	2,890			200 – –	
Gully, Lessee - - -	Lot 4	1 2 27	250	ditto	ditto - -	6 – –	
Isles and Bennet, Lessees -	Lot 7	14 1 35	2,308	ditto	ditto - -	50 – –	Considered land only, and taking the cha of building i account.
		316 1 9	19,558			832 – –	

19, Small-street Bristol,
6 October 1840.

J. M. Tucker.

No. 2.

Letter from the Secretary to the Bishop of *Gloucester* and *Bristol.*

5, Whitehall-place, 11 December 1840.

(Extract.)

It does not appear whether the ages mentioned are the ages now or when the lease was granted.

No. 3.

Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Stapleton, 12 December 1840.

(Extract.)

Forty-seven, forty-five, and thirty-five are the ages of the three nominees; at the present time the sum offered for the purchase of the reversion by the holder of the lease is 5,700*l.* + 30 years' purchase of the reserve rent = 354*l.*; together, 6,054*l.* You will observe that I have got the surveyor to state his opinion of the value of the fee-simple, and it is right to point out that, in his summary of the net annual value, he specifies that it has no reference to the probable future value as building land, nor is the value of timber included. I have not been able to get the lessee to advance upon his offer. Should the Commissioners think that more ought to be given, their opinions may perhaps be effectual with him. I should add, that there are two distinct reasons which make me think that this is desirable property for the see to sell; one is, that its becoming freehold may lead to improvements in the neighbourhood of this city; the other is, that the reserve rent is very small in proportion to the value of the property, and that small rent has been subdivided into five portions.

No. 4.

CASE for the Opinion of Mr. *Morgan*, and his Answer.

WHAT is the present market value of the reversion of the property mentioned in the accompanying valuation, let on a Bishop's lease for three lives, aged respectively 47, 45, 35 ?

Answer.—The present value of the reversion of the several properties mentioned and described in the accompanying valuation, is 4,800*l.*

Equitable Assurance Office,
15 December 1840.

Arthur Morgan.

PARTICULARS.

		£.	s.	d.
Storey, lessee, Lot 1, value of reversion - - -			2,980	14	–
— Scudden, lessee, Lot 2 - - - - -			43	12	–
— Russell, lessee, Lot 3 - - - - -			145	8	–
Ditto - - do. Lot 5 - - - - -			387	2	–
Ditto - - do. Lot 6 - - - - -			553	–	–
Gulley - - do. Lot 4 - - - - -			70	–	–
Isles and Bennett, lessees	East Conygar - £. 490 –				
	West Conygar - 130 4				
		620	4	–
	£.	4,800	–	–

No. 5.

EXTRACT from Minutes of General Meeting, held Tuesday, 15 December 1840.

Read,—A proposal (No. 1, *antea*) from the Bishop of Gloucester and Bristol for the sale, under the Order in Council of the 3d April 1840, of the estate called Horfield Great Farm Estate, for the sum of 6,054*l.*

After considering the report of the surveyor accompanying the foregoing proposal, and a calculation founded upon it by Mr. Morgan,

Resolved,—That the Bishop be authorized to offer the estate to the lessees for the sum of 6,500*l.*; exclusive of the timber.

No. 6.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 5, Whitehall-place, 15 December 1840.

I HAVE not been able in this short time to get a complete valuation from Mr. Morgan; but he has been able so far to guide the Commissioners that they have this day passed a resolution, authorising your Lordship to treat for the sale at the price of 6,500*l.*, exclusive of the timber, which will, I presume, be regularly valued. The sum I have named of course includes the price of the reserved rent.

The Board did not come to this conclusion without some discussion, in consequence of the improving character of this property as building ground.

I hope your Lordship will in this case insist upon a regular contract, to avoid the inconvenience which has arisen in the case of Northleach.

(signed) *C. K. Murray.*

Horfield Great Farm.

No. 7.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Stapleton, 18 January 1841.

I enclose the letter of the Rev. Henry Richards, by which you will see that he offers to give for the Horfield reversion 6,500*l.*, and the only remark I have to make upon it is, that he is a most respectable clegyman, who has private fortune and property in Horfield, and he has made this offer after consulting with Mr. Tucker, the surveyor, whose valuation he has seen, and he has frankly told me that he considers it a low one.

It occurs to me that the meeting of the 2d of February will probably be a large one, and ill-fitted for entering into details of a matter of this kind; and perhaps there will be a meeting of the committee before that time, to whom the subject might be stated. I think therefore I ought to send two letters from Mr. Storey and Mr. Holt, which relate to his wish to purchase that part of the estate which is now in his own hands. My own impression is, that it will be expedient to sell the whole property together, after Mr. Storey, the largest of the lessees, has refused to give the sum named, 6,500*l.* It then becomes a question whether or not the reversion should be offered to public competition by advertising for tenders.

(signed) *J. H. Gloucester* and *Bristol.*

No. 7 *a.*

From the Rev. *H. Richards* to the Bishop of *Gloucester* and *Bristol.*

My Lord, Horfield, 11 January 1841.

In reply to your Lordship's communication of last week, I beg to state that I shall be willing to give 6,500*l.* for the reversion in fee of the Horfield Great Farm Estate, consisting of the properties severally held by Storey, Russell, Scudder, Gulley, Isles, and Bennett.

Should your Lordship and the Ecclesiastical Commissioners deem my offer worthy acceptance, I shall be prepared to pay the money as soon as the necessary preliminaries of title, &c. are gone through.

(signed) *H. Richards.*

No. 7 *b.*

From *A. M. Storey*, Esq. to *T. Holt*, Esq.

Basset Down House, Marlborough,

My dear Sir, 24 December 1840.

I am sorry that my offer for the reversions at Horfield has been considered inadequate. I beg leave to decline the offer made me by the Ecclesiastical Commissioners, as I formerly did when my Lord Bishop made me the proposal through you.

I came forward not to take any advantage of, but to serve my Lord Bishop. If I had thought the reversions were worth more, I should have freely and frankly offered the utmost I could have felt myself justified in giving. As it was, my calculations of the value were made on data afforded me by yourself, and to which I affixed my entire confidence, though they were conjectural and suggested merely imaginary values. Although I find the extremest difficulty attends the raising such a sum of money in the market, I have never retracted or lessened my original offer, whilst I have always put out of view my own conviction, that the continuance of the lease for lives will be found vastly to exceed the average, and that it is as likely to endure 40 years as 10, contenting myself with naming such a sum for the whole as I considered the utmost I ought to give, but at the same time as much as might be well considered a reasonable equivalent.

Our treaty will now revert to its original condition, and be restricted to the purchase of the reversion of the farm at Horfield, about which we had nearly come to an agreement when you offered me the other reversions in consequence of the supposed inadequacy of the tenders made for them by other parties.

(signed) *A. M. Storey.*

No. 7 *c*.

Horfield Great Farm.

From *A. M. Storey*, Esq., to *T. Holt*, Esq.

Dear Sir, Glanwysk-house, Brecon, 16 January 1841.

Your letter forwarded from Wiltshire has only just reached my hands. I am sorry that I cannot answer the questions you put me in it, but I trust that my Lord Bishop will not see, in my not doing so, any defect of candour. I am entirely in his hands, and in those of my Lords Commissioners, but I feel it vain for me to name a value for the reversion of Horfield, without much more consideration than what I have hitherto bestowed on the matter. None of my papers relative to the treaty between us are here; nor do I bear in mind even the few figures which induced me, at your office, hastily to make the bidding I did for the whole of the reversions. To that offer I cheerfully adhere, but I must hesitate before I can induce myself to determine on what I ought to give or decline giving for the reversion of Horfield Court Farm alone. One thing is certain, that I have offered more for each of the several reversions, collectively, than I should deem it worth separately and apart from the rest; not merely because I wish to bring together again the recently scattered portions of an old estate, but because of ulterior views and objects that would have no place were the reversions separated. Indeed, now I remember we never came to any conclusions on the subject of the value of the single reversion of Horfield farm, for before proceeding to the consideration of what might be fairly assumed as the yearly rent of that estate, after deducting the necessary reprises, you occasioned the question being suddenly merged in that of what I might be disposed to give for the whole of the interests together.

In the absence of sufficient, or rather of any data, suffer me, without prejudice, as the lawyers say, to make a few suggestions by which the fair value of Horfield alone may be arrived at.

The actuaries I applied to in town valued the reversion after the lives in existence, at somewhere between three and four years' purchase. I sent you the originals of these gentlemen's opinions. Deducting repairs and outgoings, the rent of Horfield will not bear being put at more than 370*l*. or from that to 375*l*. per annum. Horfield can only be valued as a farm; it has no buildable land on it; there is not a particle of reason why the reversion of it should be put at a higher figure because it is in ecclesiastical hands than if it were in those of the laity. It cannot be put at a higher rent unless very considerable sums be laid out in improvement, or a very long lease be conceded, on favourable terms with regard to draining, &c. &c. The house requires to be rebuilt; the repairs will come up to what would nearly raise a new one from the ground. The tenant for lives of ecclesiastical property may indeed well lay claim to more considerations in purchases of this nature than he who holds under a lay title. The confidence which grows up under such holdings with regard to renewals is a well-known argument in favour of all tenants under them. Not that I lay claim to any regard beyond what is fair and just; I wish to take no advantage of my Lord Bishop, from whom and from my Lords the Ecclesiastical Commissioners, I am sure that I shall receive all the consideration due to me as the tenant of an estate which has been carved out of the bishoprick of Bristol for centuries past, and continued down, upon the faith of renewals, till one would almost think one might prescribe for them.

Relying on your making my reply known as respectfully as possible to my Lord Bishop,

I am, &c.
(signed) *A. M. Storey.*

No. 8.

Extract of a Letter from the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 5 Whitehall-place, 21 January 1841.

The committee are of opinion that the estate should be sold in one; but that before the offer of Mr. Richards is accepted Mr. Storey should have a final option upon the same terms.

(signed) *C. K. Murray.*

Horfield Great Farm.

No. 9.

Extract of a Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Stapleton, 28 January 1841.

I hope I shall hear whether you are empowered to make the offer of the sale of the reversion of the Horfield Great Farm to Mr. Storey, or whether the committee intend that I should do it.

No. 10.

Extract of a Letter from the Secretary to the Bishop of *Gloucester* and *Bristol*.

5, Whitehall-place, 29 January 1841.

It is for your Lordship, by your agent, to make the offer to Mr. Storey of the Horfield Great Farm; the terms being 6,500*l*., besides the timber, which I apprehend must be sold.

No. 11.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Stapleton, 9 February 1841.

I send for your perusal, advice, and assistance a letter from Mr. Storey, the principal lessee of the Horfield Great Farm, to Mr. Holt, my secretary. It is Holt's desire, as well as mine, to have your opinion on the only point which Mr. Storey seems now to raise, *i. e.* the mode of ascertaining what should be paid for the timber and the quarries. It seems that by accident the reservation of mines and timber was omitted in the lease; but by the law of the land, they not being leased, remain the property of the lord; and with regard to the timber to be allowed for repairs, &c., it may be noted that Mr. Tucker, the valuer, was apprised of this circumstance, and had it in his consideration when he fixed the value. I am however inclined to think that the amount of neither will be considerable. There is one point however which may make an obstacle in the sale of Horfield Great Farm; I have just heard that one of the nominees is in bad health; of course medical certificates to this effect will be required; if satisfactory certificates cannot be produced, we shall have to look out elsewhere.

Does a committee of the Board sit regularly?

(signed) *J. H. Gloucester* and *Bristol.*

No. 11 *a*.

From the Rev. *A. M. Storey* to *Thomas Holt*, Esq.

Sir, Basset Down, 6 February 1841.

Owing to your having addressed your last communication on the subject of the purchase of the Horfield reversions to me at Basset Down, instead of Jermyn-street, it crossed me on the road on my return from town, and only reached me yesterday.

The decisive terms in which the proposals contained in it are conveyed, forbid the language of expostulation. Before acceding however definitively to those proposals, I must address myself to the justice and considerateness of my Lord Bishop to have a difficulty cleared up, which I feel, with regard to the allusion, now for the first time made, to mines, minerals, and quarries. I have never heard of any such under my property at Horfield, nor do I think that any one else has; but however nominal must be the consideration that can be put on such a possibility, it is surely but reasonable that I should know in what manner it is proposed to be ascertained; and if by reference that the terms of such reference should form part of our agreement for the purchase of the reversions, so that I may know what I am signing, and not be held to uncertain conclusions.

With

Horfield Great Farm.

With regard to the timber, I beg leave humbly to suggest that I am entitled, under my lease, to what may be necessary for repairs all over the estate for the remainder of my term, and that a very considerable fall will be immediately indispensable in consequence of the obligation I am under of thoroughly repairing, or rather rebuilding the mansion-house, &c., which is in a very dilapidated state, and has a great deal of wood in its construction; not that great expenses have not been incurred in endeavouring to keep the old fabric in repair; whilst I have shown attention to the necessities of the estate in sending ash plants, &c. to be planted in the hedge rows, from the commencement of my interest, as mortgagee in the premises. As the quantity of timber necessary for the purposes of my term cannot be sold, I trust that it will not be desired to place me in a worse condition by making me pay for this timber, than if a stranger were the purchaser of the reversion. If it be insisted on, and if in truth anything but a reversionary right in any of the trees admit of being sold, I will be willing to agree to take at a valuation what shall be considered as timber not likely to be required for repairs, the quantity of which, however, from the possibility of fires, &c., it must be obviously altogether impossible to ascertain; I am persuaded that the value of this remnant, if any, will turn out to be most trifling.

I do most sincerely hope, then, that my Lord Bishop, taking into consideration my claims, as the representative of a freehold so long held by renewals, and my readiness to meet his views throughout these arrangements, will be graciously pleased to recommend to the High Commissioners not to press such trivial matters as these respecting the timber, or the imaginary value of mines and minerals, existing only in idea, and the rights to which I confess I have always considered as embraced in my freehold, there being no reservation of them to the see; in which case, I will without demur, cheerfully accede to the terms offered me in your letter, and will do my best to meet my Lord Bishop's wishes in every way, being most desirous of bringing this long negotiation to an end that may be satisfactory to both parties.

(signed) *A. M. Storey.*

No. 12.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, Whitehall-place, 11 February 1841.

I send back Mr. Storey's letter, which appears to amount to an acceptance by him of the terms upon which the Commissioners sanctioned the sale. The valuation of the timber, although difficult, is a matter which any experienced valuator could I conceive reduce to figures such as should approximate at least to justice between the parties.

As to mines and minerals it was made no part of the stipulation by the Board, because a passage in the surveyor's report led them to believe there were none; with respect to the health of the nominees, I should doubt whether in this state of the affair Mr. Storey might not refuse to enter upon that question at all, taking the offer as of the date at which he wrote his letter of acceptance.

Upon all these and other points, however, your Lordship had better be governed by your own legal advisers. The sale is to be by you, with the consent only of the Commissioners.

I should think also that a professional man on the spot is the better person to introduce as the mere formal trustee of the term.

(signed) *C. K. Murray.*

No. 13.

Extract of a Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Stapleton, 27 February 1841.

Mr. Storey, the Horfield lessee, agrees to all the proposals about the valuation of timber, mines, &c., (if there be any) and promises to produce medical certificates of the health of the lives upon the estate.

Horfield Great Farm.

No. 14.

From *Henry Berkeley*, Esq. to the Ecclesiastical Commissioners for *England*.

London, Berkeley-house, 30 April 1841.

Mr. Henry Berkeley presents his compliments to the Ecclesiastical Commissioners and would feel obliged by as early a reply as convenient, addressed to himself as above, for Mr. Russell.

No. 14 *a*.

From *Edward Russell*, Esq. to the Ecclesiastical Commissioners.

Gentlemen, St. James's Churchyard, Bristol.

Being informed that the fee of some property at Horfield, in the county of Gloucester, which I hold by lease for three lives under the see of Gloucester and Bristol, has been disposed of, and considering that I have not had that fair open opportunity given me to purchase the fee which I understand your honourable Board are desirous of giving each lessee before they sanction the sale to any other person, induces me to lay the proceedings before you; and in doing so, I beg to hand you a copy of the correspondence between his Lordship's agent and myself; and should you then consider that I am entitled, or that I can be allowed, under any circumstances, now to become the purchaser, I shall be most desirous to have that opportunity given me. I laid all the particulars of my property before Mr. Morgan, the actuary, who I was informed was usually employed by Government to make such calculations; and I offered his Lordship's agent the amount that Mr. Morgan valued the property to be worth, within a few pounds, considering at this time, from his Lordship's agent's correspondence, that it was its actual value, and no more than was required for it.

When I purchased this property, on or about the day of 1828, at that time I was distinctly assured that I should never have any trouble to renew a life or lives at their decease in this estate; that the Bishop having only a life interest in the property, he was at all times more desirous that it should be renewed than the persons who had to renew. And that this property had been in the family of the then proprietors a long series of years, upwards of 300; and on the faith of this, and finding that this estate had been renewed from time to time for generations past, I had no doubt but that I should at all times be enabled to renew in the like manner.

I therefore have laid out, from time to time, in building of hamlets and cottages a considerable sum of money, particulars of which I beg to refer you to Mr. Morgan's opinion annexed (No. 14 *m. postea*); and after a due consideration of the facts, should your honourable Board consider thatI ought to have a fair and proper opportunity, which I have not had and that I ought to have had a price given me in the same, which I have not, I shall be most happy to treat with you for the same, and I trust that you will be pleased to give me a price for the same before you sanction the sale with other parties.

(signed) *Edward Russell.*

No. 14 *b*.

From *Thomas Holt*, Esq. to *Edward Russell*, Esq.

Sir, Gloucester, 24 February 1840.

Pray inform me whether you have any desire to purchase the reversion of the property at Horfield, which you at present hold by lease under the see of Gloucester and Bristol. I make this inquiry because I have reason to believe that I shall shortly have it in my power to offer to you, or some other of the lessees, the option of making, by purchase of the reversion, their leasehold a freehold estate.

I remain, &c.

(signed) *Thomas Holt.*

Horfield Great Farm.

No. 14 *c*.

From *Edward Russell*, Esq. to *Thomas Holt*, Esq.

Sir, Bristol, 26 February 1840.

If you have it in your power to make my leasehold property at Horfield a freehold estate I shall be most happy to treat with you for the same.

I remain, &c.
(signed) *Edward Russell.*

No. 14 *d*.

From *Thomas Holt*, Esq., to *Edward Russell*, Esq.

Sir, Gloucester, 27 February 1841.

From a communication made to the Lord Bishop by this morning's post, I can have no doubt that his Lordship will have it in his power to offer some part of the episcopal property for sale, I am therefore desired by the Bishop to request you to furnish me with the particulars of your leasehold property at Horfield, its situation, and a description of the buildings upon it; also the names and age of the lives for which you hold it. If you have a map of the property you will not object to let me see it.

I remain, &c.
(signed) *Thomas Holt.*

No. 14 *e*.

Edward Russell, Esq., to *Thomas Holt*, Esq.

Sir, Bristol, 7 March 1840.

Being out of town I did not receive your letter until yesterday, or I should have replied to it before. I beg to say I have four fields at Horfield, about 30 acres, which I hold under the Lord Bishop of Gloucester and Bristol on three lives. I am not exactly prepared to say the ages, but believe from 38 to 40 years the oldest. On two of the fields there are some small buildings erected; but of course his Lordship could not have contemplated, nor would he take, any advantage of that.

I never had a map of the property, or would furnish you with it.

I should feel obliged by your sending me the particulars of the way the Lord Bishop intends to sell the fee, having seen no account of such alteration taking place.

I remain, &c.
(signed) *Edward Russell.*

No. 14 *f*.

From *Thomas Holt*, Esq., to *Edward Russell*, Esq.

Sir, Gloucester, 9 March 1840.

It is not likely you should have seen any account in the public prints, or that you should have heard anything of any alteration in the tenure of Church property. The fact is, that there is no alteration; whatever the Bishop may be enabled to do by way of sale now is under a recent Act of Parliament, which will authorize him to sell one estate, and with the proceeds buy another. The ages are 46, 44, and 34.

My object in writing to you was simply to hear whether you were anxious to change the lease into a freehold or no. The Bishop had been informed that such a change would be very desirable to the Horfield lessees, on account of its contingents to Bristol; but if you are really not anxious to effect such a change, pray tell me so at once: there are several other lessees very desirous of purchasing the reversions in their leases.

I wrote to you first for the reason given above. If you desire to purchase, it will be impossible to proceed without a plan of your estate.

I remain, &c.
(signed) *Thomas Holt.*

Horfield Great Farm.

No. 14 *g*.

From *Edward Russell*, Esq., to *Thomas Holt*, Esq.

Sir, Bristol, 11 March 1840.

In the month of January 1827, the estate of Horfield Great Farm was offered for sale by auction in seven lots; after the sale, I purchased three lots. Two closes of land situate near the church, numbered on the plan made by Mr. Sturge, for the purpose of sale, 35, East Hill, 3a. 2r. 27p.; and 36, West Hill, 4a. 2r. 21p.: total, 8a. 1r. 8p. Also, lots 5 and 6 on the plan; 4, Byn Land, No. 3, Horse Hill, 11a. 1r. 10p., and 13a. 3r. 2p.; total, 25a. Total, 31a. 1r. 10p., with a small right on common field.

At this time, I received rents for the same per annum:

	£.	s.	d.
Lot 3 referred to above, 35 and 36, East Hill and West Hill -	16	–	–
Lot 5, ditto, Byn Land and Horse Hill - - - - -	60	–	–
Common field - - - - - - - -	1	10	–
£.	77	10	–

Since this time, I have caused to be erected about 40 little hamlets, which are principally tenanted by labouring men; but I must say that those hamlets ought to be entirely left out of the question, because long ere the lives expire that I hold the property on, every house may be gone down, and the land restored to pasture again. The ages, I find, by referring to the deeds of sale at that time, was respectively 31, 31, and 21, so that they now must be 44, 44, and 34, which you will find some little difference from the statement in your letter; it was stated at the sale, that the estate had been in the family of the then venders for a long series of years, and always renewed by the successive Bishops at very reasonable fines.

I beg to say that I am desirous to purchase the fee, and shall feel obliged by your giving me a price. The plan of the estate made by Sturge, if it will be any guide, I shall be most happy to send it you.

I remain, &c.
(signed) *Edward Russell.*

No. 14 *h*.

From *Edward Russell*, Esq., to *Thomas Holt*, Esq.

Saint James' Churchyard, Bristol,
Sir, 5 June 1840.

I beg to inform you that my property at Horfield, is under survey for me, and that I suppose, in the course of a week or two, I shall be prepared to make an offer for the fee of the same.

Perhaps you can favour me with the sum required for it; should you not be enabled to do so, I shall be obliged if you will instruct me in which way I had best act to accomplish my purchasing the fee.

I remain, &c.
(signed) *Edward Russell.*

No. 14 *i*.

From *Edward Russell*, Esq., to *Thomas Holt*, Esq.

Saint James' Churchyard, Bristol,
Dear Sir, 16 June 1840.

I wrote you on the 5th day of June, stating that I was having my property at Horfield surveyed, and that I should be prepared to make an offer for the fee. Will you, per return of post, give me a price, or instruct me in which way to act? I suppose my former letter could not have been received.

I remain, &c.
(signed) *Edward Russell.*

No. 14 *j*.

Horfield Great Farm.

From *Thomas Holt*, Esq., to *Edward Russell*, Esq.

Dear Sir, Gloucester, 19 June 1840.

Your first letter to me on the subject of your purchasing the reversion in the leasehold property at Horfield, wherein you desired that the land should be considered as mere pasture ground, having no reference to the dwelling-houses and numerous buildings upon it, obliged me to abandon all idea of treating with you for a purchase by you, and I have consequently since been negotiating with other parties.

Yet, if you still are desirous of making the property freehold, I must request of you that you will make an offer. I may add, that I have had made to me an offer of nine years' purchase for a leasehold estate circumstanced precisely as yours is.

You know what the rental of these houses produce, you can therefore, after making a fair and reasonable deduction for repairs, readily say what sum you are disposed to give for the reversion.

It will be of no use offering less, as I do not believe the Ecclesiastical Commissioners will sanction a sale at a less price.

I remain, &c.
(signed) *Thomas Holt.*

I must request that you will let me hear from you immediately; no time can be lost.

No. 14 *k*.

Edward Russell, Esq., to *Thomas Holt*, Esq.

Sir, Bristol, 20 June 1840.

In reply to yours of this day I beg to inform you that I have laid the particulars, with the present rentals of all my houses and other property at Horfield, before Mr. Morgan, actuary, of London; and find that the total value of the fee to me amounts to 1,210*l*. 0*s*. 9*d*. I therefore beg to say that I will give 1,200*l*. for the fee of the same, and not one penny more, nor is it worth to any other person above half the money. If this offer should be accepted, you will please to inform me as quick as possible.

I remain, &c.
(signed) *Edward Russell.*

No. 14 *l*.

From *Edward Russell*, Esq., to *Arthur Morgan*, Esq.

Sir, Bristol, 5 June 1840.

Having some property which I hold under the Lord Bishop for three lives, now aged 44, 44 and 34, and at the time I purchased the property it was let for 80*l*. per annum. Since that time I have laid a very considerable sum of money out on the property, and it now brings me in the following annual sums :—

	£.	*s*.	*d*.
Land let on a ground rent for the three lives, and built on -	87	3	7
House-property, small tenements, rental of each house about 8*l*. per annum, which I have built, when all let will produce the annual sum of - - - - - - - - - -	246	10	6
In property not eligible for building on, let to farmers at the net annual rent of - - - - - - - - - -	49	–	–

There is also a chief rent on the whole property, payable to the Bishop, of 2*l*. 7*s*. annually, which of course you will also value, and to be deducted out for the value of the lives.

I have now an opportunity of purchasing the fee after the decease of the longest liver of the three lives, and being desirous of so doing, I shall therefore thank you to inform me as quickly as possible its value.

I am, &c.
(signed) *Edward Russell.*

Horfield Great Farm.

No. 14 *m*.

From *Arthur Morgan*, Esq., to *Edward Russell*, Esq.

Equitable Assurance Office, 12 June 1840.

The value of reversion is equal to rather more than seven years' purchase, which at the annual value of 87*l*. 3*s*. 7*d*. would be of the value of 613*l*.

The reversion of the property of small tenements, after the expiration of the lease, is worth 404*l*.

The value of the land described, subject to the lease for the three lives, is 244*l*. (deduct for repairs, chief rent, &c., 50*l*. 19*s*. 3*d*.) will leave a balance of 1,210*l*. 0*s*. 9*d*.

(signed) *Arthur Morgan*.

No. 14 *n*.

From *Thomas Holt*, Esq., to *Edward Russell*, Esq.

Dear Sir, Gloucester, 23 June 1840.

As I do not know the annual value of your leasehold property, it is not in my power to act upon the offer which you have made of 1,200*l*. for the reversion of it. If you will make an offer of so many years' purchase which you may be willing to give for it, according to the actual annual value of the property, to be ascertained by surveyors appointed by yourself and the Bishop, I can then, and not until then, lay the matter before his Lordship, so that it will be in a shape for him to say whether he can recommend the sale of the property. It may be some guide to you to know that an offer has already been made of nine years' purchase for land held under the same lease as yours.

I am, &c.
(signed) *Thomas Holt*.

No. 14 *o*.

From *Thomas Holt*, Esq., to *Edward Morgan*, Esq.

Dear Sir, Gloucester, 26 June 1840.

Are you disposed to sell your present term in your leasehold estate at Horfield? If you are, pray let me know at what sum.

I am, &c.
(signed) *Thomas Holt*.

To this I replied, and that I was not disposed to sell; but have no copy.

E. R.

No. 14 *p*.

From *Edward Russell*, Esq., to *Thomas Holt*, Esq.

Dear Sir, Bristol, 28 November 1840.

I called on you some months ago when in Gloucester, but found you were at Clevedown; and one of your clerks gave me to understand that you would inform me when next you came to Bristol, that I might have an interview with you; not having heard from you since, and finding from my tenants you have had the property surveyed and valued, I shall be most happy now to have a price given me in the same.

Your answer will oblige.

Yours, &c.
(signed) *Edward Russell*.

The copy of one letter I have mislaid, but you will see from the answer the purport of it.

E. R.

No. 14 *q*.

Horfield Great Farm.

FROM *Thomas Holt*, Esq., to *Edward Russell*, Esq.

Sir, Gloucester, 10 December 1840.

YOUR letter of the 5th instant did not reach my hands until the 8th.

As I cannot believe you could have written the letter you have if you had recollected the nature of your communication to me of the 20th June last, I think it right to make the following extract from it. After stating that Mr. Morgan, the actuary, had valued the reversion at 1,210*l.* 0*s.* 9*d.*, you say, "I therefore beg to say that I will give 1,200*l.* for the fee of the same, and not one penny more; nor is it worth to any other person above half of the money;" and if the offer was accepted, you desired to be informed as soon as possible. Now as this offer was not even an approximation to the value of the reversion, it followed not only that it could not be accepted, but that from the decided tone of your letter the negotiation for a sale to you was entirely at an end, and I should not of course, but for your letter of the 28th November last, have troubled you further on the matter, for although I wrote to you on the 23d June, asking you to make some further offer, no notice was taken of that letter. Under these circumstances I was bound to conclude you had relinquished all idea of purchase, except on your own terms, as expressed in your letter of the 20th June, which, as I have stated to you, could not be entertained for a moment.

I am satisfied that no reasonable person can say you have been either unhandsomely treated, or that I was not justified in taking the steps I have taken.

I am, &c.

(signed) *Thomas Holt.*

No. 14 *r*.

FROM *Edward Russell*, Esq., to *Thomas Holt*, Esq.

Dear Sir, Bristol, 12 December 1840.

I SUPPOSE you can have no objection to furnish me with the amount of Mr. Tucker's valuation, and the price you want for the fee of my property at Horfield.

I gave you Mr. Morgan's valuation of the same immediately on my obtaining it.

Your answer will oblige.

Yours, &c.

(signed) *E. Russell.*

To this I received no answer.

No. 15.

LETTER from the Secretary to the Bishop of *Gloucester* and *Bristol*.

Whitehall-place, 1 May 1841.

(Extract.)

I SHALL be obliged by your Lordship's furnishing me in time for the meeting on Tuesday next, with a memorandum of the position in which the negotiation for the sale of Horfield Great Farm now stands.

(signed) *C. K. Murray.*

No. 16.

LETTER from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Stapleton, 4 May 1841.

(Extract.)

THE sale of the Horfield Great Farm is delayed owing to a new claim put in by the agent of the purchaser. Mr. Holt will explain the matter to you in a more business-like way than I can do.

(signed) *J. H. Gloucester* and *Bristol.*

Horfield Great Farm.

No. 17.

From *Thomas Holt*, Esq., to the Secretary.

Sir, Gloucester, 10 May 1841.

When the amount of the purchase money for the reversion (6,500*l.*) was settled it was proposed previously to entering into the written agreement for the purchase that the value of the timber and mines (if any) should be ascertained and the amount added to the purchase money. Mr. Storey, the purchaser, required this to be done, and a short agreement was entered into by myself, on the Bishop's behalf, and by the purchaser's solicitors on his behalf, that a Mr. Tucker and a Mr. Sturge should value the timber and mines, and that, in case they should not agree, that they should appoint an umpire in the usual way.

The agreement was signed three or four weeks since, but it has not been yet acted upon, in consequence of a question raised (by Mr. Sturge, I believe,) as to the right of the lessee to timber for the repairs of new buildings erected since the lease was granted.

The lease gives the lessee house bote, fire bote, hedge bote, &c.; but I maintain, first, that the lessee is not entitled to botes in respect of buildings erected since he accepted the lease; and secondly, if he is so entitled, that the question is one of no moment, inasmuch as Mr. Storey has himself so trifling a quantity of new building on his portion of the leasehold that, rather than delay the matter, I would consent to timber being assigned in respect of all his buildings.

But I suspect the object of the lessee goes farther than his own leasehold. The Horfield Great Farm, although when granted by the existing lease was all in one lessee's hands, has, with the sanction of the lessee, been divided into five distinct and separate portions, and is now held by five lessees. On one of these portions, that held by Mr. Russell, there are a great number of newly built houses, and Mr. Storey, the purchaser, claims botes for these over the whole estate. Now I maintain that Mr. Russell is a separate and distinct leaseholder, and has no right beyond his own leasehold; he cannot go upon Storey's holding no more than Storey could go upon his for timber for repairs. Russell's land is covered with buildings, and there is but little timber upon it, whilst upon Storey's land there is nothing more than the farmhouse and homestead.

Mr. Storey's solicitor wished me to consent to refer the matter to counsel; to this I have objected, as I think the difficulty is a groundless one, and that the point at issue is not worth the cost of such a reference.

(signed) *Thomas Holt.*

No. 18.

From the Secretary to *Thomas Holt*, Esq.

Sir, 5, Whitehall-place, 11 May 1841.

I have to thank you for the information conveyed in your letter of yesterday's date relating to the sale of Horfield Great Farm, which shall receive my best attention.

(signed) *C. K. Murray.*

No. 19.

From *Thomas Holt*, Esq., to the Secretary.

Sir, Gloucester, 26 May 1841.

I beg to send you herewith, copies of three letters relative to this purchase by Mr. Storey. By the letter No. 19 *b*, you will find that Mr. Storey's solicitor seemed to have thought that no formal contract was necessary.

My wish and desire is in this case, as it was in the North Beach sale, that there should be a formal written contract. I send you a copy of my letter to Mr. Storey, No. 19 *a*. containing the offer of the reversion at 6,500*l.*, and a copy of Mr. Storey's reply (*vide* No. 11 *a*, *antea*), accepting it; but I think you will not consider it prudent to rest upon these for the completion of the contract.

If

If you recommend a written agreement, I shall be obliged if you would lend me a draft of one you have approved, and I will adopt your form, and send my draft for your perusal. Horfield Great Farm.

Will you also be good enough to state what kind of abstract of title I should furnish? I shall be able to show that it is part of the endowment of the see, and that it at present is held by lease from the see; but I can show no intermediate dealings with the property by the Bishop's predecessors, all the documents of the see having been destroyed in the Bristol riots in 1831.

(signed) *Thomas Holt.*

No. 19 *a.*

From *Thomas Holt*, Esq., to *A. M. Storey*, Esq.

My Dear Sir, Gloucester, 1 February 1841.

I am desired by my Lord Bishop to inform you that your letters were communicated to the Ecclesiastical Commissioners, and as the property at Horfield, called the Great Farm, was granted by a single lease, they have determined that the reversion shall be sold in one lot; but that before it is offered to any one else, they have desired that as you possess at present the largest portion of it, and have shown a disposition to purchase another, and a final offer shall be made to you of purchasing the whole on the terms already named, 6,500 *l.*, the money to be paid without delay, and the timber, mines, and quarries, which are reserved to the see, to be paid for in addition, upon valuation.

I am further desired to beg of you an answer to this proposal, as it will finally conclude the negotiation.

(signed) *Thomas Holt.*

No. 19 *b.*

From Messrs. *Kearsey, Hughes, Thomas,* and *Masterman*, to *Thomas Holt*, Esquire.

Dear Sir, 17, Bucklersbury, 18 May 1841.

We have communicated to Mr. Storey your letter of the 4th, who instructs us to say that he waives the point, so that the valuers will be relieved from the trouble of considering it. No one will be more happy than Mr. Storey to find that your view of the law is correct.

We were not aware that you considered any more formal contract for the purchase of the estate necessary than what had passed between you, Mr. Storey, and ourselves. We will thank you to forward whatever may be considered proper, and it may save time if you will be so good as to let us have the abstract of title.

As regards the timber, that need occasion no delay, as whatever the valuers agree on, will, of course, be binding by the terms of the agreement respecting it.

(signed) *Kearsey, Hughes, Thomas,* and *Masterman.*

No. 20.

From the Assistant Secretary to *Thomas Holt*, Esq.

Sir, Whitehall-place, 29 May 1841.

In Mr. Murray's absence, I beg in reply to your letter of the 26th, to acquaint you that a formal contract for the sale of the Horfield estate should most certainly be entered into by the Bishop. I have not any precedent that I can send you, but I think you will not have any difficulty in preparing it. As to the abstract of title, it would seem that if, as you say, you are able to show that it is a part of the endowment of the see, that is all that can be required.

(signed) *James J. Chalk.*

Horfield Great Farm.

No. 21.

From Messrs. *Murray, Rymer,* and *Murray* to the Secretary.

Dear Sir, 59, Chancery-lane, 30 June 1841.

We have arranged with the solicitors for the purchaser of this estate the details of the contract, and we shall feel obliged by your informing us on what days, during the ensuing six weeks, the Commissioners will meet in full Board, in order that we may be prepared with the contract and conveyance for their seal.

We request also to be furnished with a separate printed copy of the following documents for the purchasers: viz.

Act 6 & 7 Will. 4, c. 77.
Order in Council, 3 April 1840.
Gazette containing said Order.

(signed) *Murray, Rymer,* and *Murray.*

No. 22.

Extract from Minutes of General Meeting, held Tuesday, 6 July 1841.

A Contract for the sale of the Horfield Great Farm, belonging to the see of Bristol, to A. M. Storey, esq., under the Order in Council of the 3d April 1840, already executed by the Bishop of Gloucester and Bristol, was executed under the common seal.

No. 23.

Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Stapleton, 28 July 1841.

(Extract.)

I have just executed the conveyance of Horfield, and Mr. John Murray assures me that the purchase money, 6,989 *l.*, will be paid in the Bank to-morrow.

No. 24.

From Messrs. *Murray, Rymer* and *Murray,* to the Secretary.

Dear Sir, 59, Chancery-lane, 31 July 1841.

We beg to inform you that we have completed the sale of Horfield Great Farm from the see of Gloucester and Bristol, and that the purchase money, 6,989 *l.*, which sum includes the value of the timber, is placed to the credit of the Commissioners at the Bank of England.

We have undertaken that the seal of the Commissioners shall be affixed to the conveyance at the next Board, at which five Commissioners shall be present.

(signed) *Murray, Rymer* and *Murray.*

No. 25.

From Messrs. *Murray, Rymer* and *Murray* to the Secretary.

Dear Sir, 59, Chancery-lane, 28 August 1841.

We send herewith for the seal of the Commissioners the conveyance of Horfield from the see of Gloucester and Bristol; and we shall feel obliged by your procuring it to be sealed at the next meeting, as we have given an undertaking to deliver the deed to the purchaser's solicitor as early as possible.

We enclose our bill of costs in reference to this matter,

And are, &c.

(signed) *Murray, Rymer* and *Murray.*

No. 26.

Extract from Minutes of General Meeting, held Tuesday, 31 August 1841.

The conveyance of the estate of Horfield Great Farm from the see of Gloucester and Bristol to the lessee was sealed.

CAM RECTORIAL ESTATE.

No. 1.

POSTSCRIPT of a Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

I HOPE to be able to send very shortly for the approval of the Commissioners an agreement for the sale of the reversion of the rectory of Cam, the net proceeds of which are 380*l.* a year, and the lives on which it is held are of the respective ages of 60, 37, and 34; the sum to be paid is 3,000*l.*

No. 2.

FROM Messrs. *Murray, Rymer* and *Murray* to the Secretary.

Dear Sir, 59, Chancery-lane, 9 April 1842.

MR. HOLT of Gloucester has sent us the draft of a contract for the sale of the rectory of Cam, from the see of Gloucester and Bristol, for 3,000*l.*, in aid of the Stapleton Fund, with a request that we will peruse it on behalf of the Ecclesiastical Commissioners.

Before doing so, however, it is necessary that we should be informed by you whether the contract has received the sanction of the Commissioners, and whether the agreement which we now transmit is substantially in accordance with such contract.

As this sale, if proceeded with, must be completed by the 1st June, we beg your early attention to the subject, and that with your reply you will return us the draft.

(signed) *Murray, Rymer* and *Murray.*

No. 3.

FROM the Assistant Secretary to *Thomas Holt*, Esq.

Dear Sir, 5, Whitehall-place, 13 April 1842.

AN agreement for the sale of the rectory of Cam has been sent here by Messrs. Murrays for the approval of the Ecclesiastical Commissioners for England; but before they can give their assent, it will be necessary to take the opinion of an actuary; and in order to procure this, I will thank you to let me know whether it consists entirely of land; and if not, then the quantity of each description of property. The lives I believe are 60, 37, and 34; the annual value 380*l.*, and the purchase money 3,000*l.*

If you can let me have this information by Saturday morning, I will endeavour to get the valuation made, so that the agreement may receive the sanction of the Commissioners on Tuesday next.

(signed) *James J. Chalk.*

Cam
Rectorial Estate.

No. 4.

From *Thomas Holt*, Esq., to the Assistant Secretary.

Dear Sir, Gloucester, 15 April 1842.

In reply to your letter of the 13th instant, herein I beg to inform you that this rectory consists of

	£.	s.	d.
Tithes commuted for an annual rentcharge of	500	–	–
Glebe land let at its value	35	–	–
Cottages, ditto	10	–	–
Gross Annual Value	545	–	–

Outgoings:	£.	s.	d.			
Rates and taxes	74	10	–			
Payments to vicars of Cam and Horsley	90	–	–			
Reserved rent	–	10	–			
				165	–	–
Net Annual Value £.				380	–	–

But the lessee admits the clear income to be only 347 *l.* 10 *s.*

The lives are of the ages stated by you, and the purchase money for the reversion is to be 3,000 *l.*

(signed) *Thos. Holt.*

No. 5.

Case submitted to Mr. *Morgan*, and his Answer.

What is the present market value of the reversion of the undermentioned property let on a Bishop's lease for three lives, aged respectively 60, 37, 34 ?

State the answer in years' purchase.

	£.	s.	d.
Tithes commuted at	500	–	–
Glebe land	35	–	–
Cottages	10	–	–
	545	–	–

Outgoings:	£.	s.	d.			
Rates and taxes	74	10	–			
Rentcharges to vicar	90	–	–			
Reserved rent	–	10	–			
				165	–	–
Net Annual Value £.				380	–	–

Answer.—The present market value of the reversion of the property above described, is five and seven-tenths years' purchase of the net annual value.

(signed) *Arthur Morgan.*

Equitable Assurance Office, 18 April 1842.

No. 6.

EXTRACT from Minutes of General Meeting, Tuesday, 19 April 1842.

Read,—An application from the Bishop of Gloucester and Bristol for the consent of the Commissioners to the sale, under the Order in Council of the 3d April 1840 (*vide* page 7), of the rectory of Cam, part of the episcopal property, towards completing Stapleton house.

Referred to the Committee; and the Bishop to be requested to furnish a statement of the condition and population of the parish, and the value and circumstances of the dependent vicarage.

No. 7.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, Whitehall-place, 19 April 1842.

I HAVE this day laid before the Commissioners the proposed agreement for the sale of Cam rectory, transmitted by Mr. Holt, and the matter has been referred to the consideration of the Committee who will sit on Thursday next, and on the following Thursday.

I am directed in the meantime to request that your Lordship will supply me with all the information in your power respecting the condition and population of the parish, and the circumstanees of the vicarage.

(signed) *C. K. Murray.*

No. 8.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

Dear Sir, Palace, Gloucester, 20 April 1842.

I THINK you will find among the papers in your office very full information on all the particulars about the vicarage of Cam, to which the inquiry of your letter of the 19th instant, relates.

It was one of the livings recently augmented by the Commissioners to 150*l.* a year; at all events you have more details respecting it than I can at this time give you. I can only inform you, that when I came to the see, I found that the vicar was paid 60*l.* a year from the reserved rent of the appropriation; I increased the vicar's income, under the Archbishop's Act, by 15*l.* per annum, thereby reducing my own rental to 9*s.* or 10*s.* Nor was this all; by an arrangement with the lessee, I granted a new lease of the rectory in 1835, without fine, excluding from the premises demised the old rectory house and garden, a close near the vicarage garden, and three cottages and garden adjoining the churchyard, all which were given to the vicarage; and the result has been, a very good vicarage house has been built, with convenient grounds, and likewise schools have been erected for the inhabitants on a very appropriate site.

(signed) *J. H. Gloucester* and *Bristol.*

No. 9.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

Dear Sir, Palace, Gloucester, 27 April 1842.

MR. CHALK called here two days ago with a communication from you, informing me that there was a reluctance on the part of some of the Ecclesiastical

Cam Rectorial Estate.

Commissioners to confirm the sale of the reversion of the Cam property, in order to contribute to the rebuilding Stapleton; adding, that they would prefer a sale of lands belonging to the see.

Having been for nearly two years passed engaged in various negotiations for the sale of the reversion of episcopal properties with reference to Stapleton, I have had some experience of the difficulty of such transactions, and it may be of use to communicate the following observations.

The only parties to whom the sale is practicable are the lessees; and even where they may wish to obtain the reversion, they are in no hurry to conclude a bargain, having already a long term in possession; and knowing that the see wants the money for an immediate object, they feel that they have an advantage in the transaction, and think that by delay and apparent reluctance they can obtain the purchase on more favourable terms.

The sees of Gloucester and Bristol having been founded on the dissolution of the monasteries, the main part of the endowments of both consisted of appropriations of tithes. A few only of these have since been exchanged for land. The tithe estates have now, with two or three exceptions, been commuted for rentcharges. When there is a necessity for alienating some of the property of the see, I confess it appears to my judgment that, of the two desciptions of property, it is more expedient to part with a reversion of a rentcharge than of land.

The rentcharges in lieu of tithes have no longer the capability of improving with the improved cultivation and increased productions of the soil; on the contrary, they must be diminished by all the measures that tend to make grain more plentiful and cheaper. There are other reasons sufficiently obvious, which must make it less injurious to the Church to part with a rentcharge than with land.

The objection which might have applied to transferring tithes to lay hands will not have the least application to this case. The tithes which these rentcharges replace have been for centuries in lay hands; and whether the reversion be sold or not, the rentcharge will continue in the same hands; nor will there be any change in the popular denomination or title of its proprietors. Of the landed property of the see the greater part is leased in very small portions. These small leases have in a great many instances fallen into the hands of persons of no substance, who are neither willing nor able to purchase the reversions. My proposals to sell any of these small leases have almost always been met by a refusal to give anything for them.

I have indeed already sold two landed properties of much value, Northleach and Horfield, because there was a necessity for the money, and I could not succeed in disposing, as I endeavoured to do, of any of the rentcharges. In both cases I succeeded, through local circumstances. The purchaser of Northleach knew that the land would repay the expenditure of a large capital, which, however, he grudged bestowing upon it, so long as it continued leasehold; while the vicinity of Horfield to Bristol held out the prospect of a building speculation, which no one would undertake upon the precarious tenure of a lease for three lives.

Under all circumstances I consider it very fortunate that I have been able to make so good a bargain for the sale of Cam; and you will think so too, when I tell you that about a year and a half ago the agent of the lessee offered just one-half the sum which has now been agreed upon. Mr. Chalk spoke of the possibility of the alienation of the palace at Gloucester being sanctioned under the provisions of a Bill now passing through Parliament; of course no such thing could be thought of, until the Bishop has recovered a residence at Stapleton; even the foundations of which, I undertand, are not yet dug. But supposing there to be no objections of any kind to the adoption of this measure, I cannot see any prospect of its contributing towards the expenses of Stapleton. The trade and prosperity of Gloucester are at present in a declining state, and many of the best houses of the place are untenanted, so that no peculiar value would at present be attached to the site.

(signed) *J. H. Gloucester* and *Bristol.*

No. 10.

Extract from Report of the General Committee, Thursday, 28 April 1842.

The committee having considered the proposal by the Bishop of Gloucester and Bristol, respecting the sale of the rectory of Cam, and having obtained from his Lordship the information required by the resolution of the last meeting, recommend that the consent of the Board be given to this sale.

Confirmed at the general meeting, held Tuesday, 3 May 1842.

No. 11.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, Whitehall-place, 29 April 1842.

The committee having yesterday considered your Lordship's statement and arguments respecting the proposed sale of Cam rectory, determined to make a report in favour of that measure.

The report will be laid before the general meeting on Tuesday next, and will, I have no doubt, be confirmed.

(signed) *C. K. Murray.*

No. 12.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, Whitehall-place, 3 May 1842.

The Commissioners have this day confirmed the report of the committee for the sale of Cam rectory.

(signed) *C. K. Murray.*

No. 13.

From the Secretary to Messrs. *Murray, Rymer* and *Murray*.

Gentlemen, Whitehall-place, 4 May 1842.

The Ecclesiastical Commissioners for England have sanctioned the sale of Cam rectory upon the terms stated in theaccompanying draft agreement, which I accordingly return to you, to be perused and settled in their behalf.

(signed) *C. K. Murray.*

No. 14.

From *Thomas Holt*, Esq., to *John Murray*, Esq.

My dear Sir, Gloucester, 6 June 1842.

I have this day received from Messrs. Vizard, one part of this agreement, signed by Mr. Estcourt, the purchaser, with the enclosed duplicate of it for signature by the Lord Bishop, and the seal of the Ecclesiastical Commissioners. Pray get this done, and return it to me. I do not send up the draft to you, presuming that you have a copy of it; the engrossment agrees with it exactly.

(signed) *Thos. Holt.*

Cam Rectorial Estate.

No. 15.

Extract from Minutes of General Meeting, Tuesday, 7 June 1842.

The contract for the sale of the rectory of Cam, by the Bishop of Gloucester and Bristol, according to the resolution of the meeting, held 3d May last (No. 10, *antea*) was sealed.

No. 16.

Letter from the Secretary to the Bishop of *Gloucester* and *Bristol*.

5, Whitehall-place, 24 July 1842.

(Extract.)

I send you herewith the accounts of the Gloucester and Bristol episcopal residence, made up to this day; upon which you will see that there is already an advance of 196*l.* 3*s.* 7*d.*

Unless, therefore, the purchase money for Cam rectory is likely soon to be paid, it will be necessary to provide for further demands by selling a portion of 5,000*l.* Exchequer bills.

No. 17.

Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Cloisters, Westminster, 28 July 1842.

(Extract.)

I am surprised that the sum for the Cam purchase has not been paid before the present time, and I conclude the delay to arise from the valuation of the timber not having been completed; but the purchaser, Mr. Estcourt, and his solicitors, Messrs. Vizard, of Dursley, are highly respectable persons, and I cannot doubt that they will punctually fulfil the agreement, if reminded of it. A line addressed by you to Messrs. Vizard, or through Mr. Holt of Gloucester, who had settled with them the terms and days of payment.

No. 18.

From the Secretary to *Thomas Holt*, Esq.

Dear Sir, Whitehall-place, 29 July 1842.

I am referred to you by the Bishop for information as to when it is probable the purchase money for Cam rectory will be paid into the Bank of England.

(signed) *C. K. Murray.*

No. 19.

From *Thomas Holt*, Esq., to the Secretary.

Dear Sir, Gloucester, 2 August 1842.

I am sorry that it has not been in my power sooner to reply to your favour of the 29th ult.; I have been from home and have only just returned.

I saw Mr. Estcourt, the purchaser, a few days ago, and also his solicitors, and learnt that owing to a difficulty arising from the fact of the money which he intends to appropriate to this purchase being in the hands of trustees, the precise day for completion cannot yet be fixed, but he assured me that there should be no unnecessary delay. You are aware that in the meanwhile Mr. Estcourt is liable to the payment of interest at the rate of 4 per cent. on the amount of his purchase money.

(signed) *Thos. Holt.*

No. 20.

From the Secretary to *Thomas Holt*, Esq.

Dear Sir, 5, Whitehall-place, 28 November 1842.

Your letter of the 2d August last, informed me of Mr. Estcourt having assured you that there should be no unnecessary delay in the completion of the purchase by him of Cam rectory.

As the amount of the purchase money will soon become absolutely necessary for the completion of Stapleton house, I shall be glad to learn that it will now shortly be received.

(signed) *C. K. Murray.*

No. 21.

From *Thomas Holt*, Esq., to the Secretary.

Dear Sir, Gloucester, 29 November 1842.

In reply to your inquiry, I beg to state, that I expect this purchase will very soon be completed. The purchaser's solicitors inform me that the money is now ready, and if the answers which I have given to some few questions on the title are satisfactory (as I expect they will be), I shall have the draft conveyance in a few days, and I will forward it at once to Messrs. Murray, to lay before the council of your Board.

(signed) *Thomas Holt.*

No. 22.

From Messrs. *White* and *Murray* to the Secretary.

Dear Sir, 59, Chancery-lane, 26 January 1843.

We have received a letter from Mr. Holt, of Gloucester, stating that the timber upon the Cam estate has been valued by a surveyor appointed by the purchaser, at 71 *l.*, and that he thinks the Bishop will not object to this departure from the strict letter of the agreement by which it was provided that the timber should be valued in the usual way by two persons, one to be appointed by the Bishop, and one to be appointed by Mr. Estcourt the purchaser.

We shall feel obliged by your informing us whether the Commissioners will be satisfied with this valuation.

(signed) *J. M. White* and *J. Murray.*

No. 23.

From the Assistant Secretary to Messrs. *White* and *Murray.*

Dear Sir, 5, Whitehall-place, 28 January 1843.

I have to acknowledge the receipt of your letter of the 26th instant respecting the valuation of the timber on the Cam estate.

It appears that this valuation has not been made according to the strict letter of the agreement, but if the Bishop sees no objection to it, I am authorised to state, that looking to the respectability of the parties, the improbability that a new valuation would give such an increase as would pay for making it, and other circumstances connected with the sale of the estate, none will be offered by the Commissioners.

(signed) *James J. Chalk.*

Cam Rectorial Estate.

No. 24.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 5, Whitehall-place, 18 February 1843.

The balance applicable to the repairs and alterations of Stapleton house being now reduced to 411 *l.* 3 *s.* 10 *d.*, which will be inadequate to meet the next instalment of the contract, your Lordship will pardon me for inquiring when the purchase money of Cam rectory is likely to be paid to the credit of the Ecclesiastical Commissioners for England.

(signed) *C. K. Murray.*

No. 25.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Dear Sir, Gloucester, 19 February 1843.

I really believe that the purchase money for the Cam property had been paid; nor do I know of any reason why it has not. The last time that I heard of the subject, I think I understood the conveyance to have been in the hands of Mr. Dugmore, or of your brother, Mr. John Murray; but my secretary, Mr. Holt, who has had the management of the matter, is now in town on some business of his own, and if you give him a line to T. Holt, Esq., Wood's Hotel, Furnival's-inn, he will either call on you, or exert himself to get the money paid while in town the two next days.

(signed) *J. H. Gloucester* and *Bristol.*

P.S.—I remember that it was provided in the agreement for the sale, that the purchaser should pay interest till the money was paid; I believe four per cent.

No. 26.

From the Secretary to *Thomas Holt*, Esq.

Dear Sir, 5, Whitehall-place, 6 March 1843.

From your communication of the 29th November last, (No. 21, *antea*) I was led to anticipate the payment to the account of the Ecclesiastical Commissioners for England of the purchase money for Cam rectory at an early date; the money not having yet been paid, I shall be glad to learn the cause of the delay.

(signed) *C. K. Murray.*

No. 27.

From *Thomas Holt*, Esq. to the Assistant Secretary.

Dear Sir, Gloucester, 7 March 1843.

The delay in the completion of this purchase has arisen from queries raised by the purchaser's solicitors in matters of title, and in regard to the form of conveyance. I have again returned the draft to Messrs. Vizard, and hope now all the points will be settled; in that case the purchase may be completed in a few days. I have urged its immediate completion.

(signed) *Thomas Holt.*

No. 28.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

Dear Sir, Gloucester, 10 March 1843.

I ENCLOSE a letter which I have just received from the Rev. Edmund W. Estcourt, the purchaser of Cam, with a copy of my reply. I trust that you will now obtain the money and the interest without further delay.

Yours, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 28 *a*.

FROM the Rev. *Edmond Wm. Estcourt* to the Bishop of *Gloucester* and *Bristol.*

My Lord, Newnton Rectory, near Tetbury, 9 March 1843.

I BEG to inform you that the money for the purchase of the leasehold property which I have the honour to hold under your Lordship, is lodged at Messrs. Hoare's, Fleet-street, at your Lordship's service, as soon as it may suit you to require me to pay it.

I shall be happy to receive your Lordship's commands, and remain

Yours, &c.
(signed) *Edmund Wm. Estcourt.*

No. 28 *b*.

FROM the Bishop of *Gloucester* and *Bristol* to the Rev. *Edmond William Estcourt.*

My dear Sir, Gloucester, 10 March 1843.

I AM much obliged to you for your letter apprising me that the purchase money for the Cam lease is ready at Messrs. Hoare's bank. It should be paid to the account of the Ecclesiastical Commissioners for England at the Bank of England. I will apprise the secretary of the Commissioners of the information you have given me.

I am, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 29.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, 5, Whitehall-place, 11 March 1843.

I HAVE to acknowledge your communication respecting Cam purchase money, which shall be attended to.

(signed) *C. K. Murray.*

No. 30.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol.*

5, Whitehall-place, 13 March 1843.

(Extract.)

IN consequence of your Lordship's note of the 10th instant and its enclosure, I have inquired at the Bank, but find the Cam purchase money not yet paid; when it is I will write again.

Cam Rectorial Estate.

No. 31.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Dear Sir, Gloucester, 18 March 1843.

I have this day executed the conveyance of the rectory of Cam; Mr. Holt will carry it with him to town on Monday morning and give it to Mr. John Murray, through whose hands you will have it for the confirmation of the Commissioners' seal at the meeting on Tuesday; I trust, therefore, that the money, 3,071 *l.*, with interest from 5th July last, will be paid immediately. Mr. Holt will advertise the purchaser's solicitor of the execution of the deed.

(signed) *J. H. Gloucester* and *Bristol.*

No. 32.

Extract from Minutes of General Meeting, Tuesday, 21 March 1843.

The deed of conveyance of the rectory of Cam, from the see of Gloucester and Bristol, to the Rev. Edmond William Estcourt, under the resolution of the 3d May last (No. 10, *antea*), was sealed.

No. 33.

From Messrs. *White* and *Murray* to the Secretary.

Dear Sir, Chancery-lane, 23 March 1843.

We beg to inform you that the sale of the Cam estate from the see of Gloucester and Bristol, was completed yesterday, by payment into the Bank of England of the sum of 3,156 *l.* 0 *s.* 11 *d.*, made up as follows:—

	£.	*s.*	*d.*
Price of the reversion	3,000	–	–
Timber	71	–	–
Interest (less Income-tax)	85	–	11
£.	3,156	–	11

And by delivering the conveyance and title-deeds to the purchaser.

(signed) *White* and *Murray.*

No. 34.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, 5, Whitehall-place, 23 March 1843.

The purchase money of Cam rectory, 3,071 *l.*, was paid yesterday to the Commissioners' credit at the Bank of England, together with 85 *l.* 0 *s.* 11 *d.*, interest thereon.

(signed) *C. K. Murray.*

HORFIELD ESTATE.

No. 1.

EXTRACT of a Letter from the Secretary to *Thomas Holt*, Esq.

5, Whitehall-place, 18 December 1846.

I WILL thank you, with the least possible delay, to furnish me, for the use of the Commissioners, with an accurate legal definition of the Horfield manor estate.

No. 2.

FROM *Thomas Holt*, Esq., to the Secretary.

Dear Sir, Horfield, 19 December 1846.

THE best reply I can give to your inquiry is to send you a formal abstract of the lease; this is now being made, and, if not sent to you by this post, shall certainly be transmitted by Monday's post.

Yours, &c.
(signed) *Thomas Holt.*

No. 2 *a*.

4 February 1817.—By Indenture of Lease, so dated, made between the Right Rev. *William*, Lord Bishop of *Bristol*, of the one part, and *George Lempriere*, as therein described, of the other part.

IT is witnessed, that for the considerations therein mentioned, the said Lord Bishop did demise, grant, and to farm let unto the said George Lempriere all that the manor of Horfield, in the county of Gloucester, with all and singular the rights, members, and appurtenances thereunto belonging, and also the parsonages of Horfield and Filton, in the same county, (and the vicarages of Horfield and Filton aforesaid,) and all glebe lands, tithes, and portions of tithes to the same or either of them belonging; and also all and singular the messuages, mills, tofts, cottages, houses, buildings, barns, tenements, lands, meadows, leazows, feedings, pastures, waters, and waste grounds, woods, underwoods, rents, reversions, and services, courts leet, perquisities, and profits of courts leet, and all other hereditaments, with all and singular liberties, franchises, commodities, advantages and appurtenances whatsoever, situate, lying, and being in the said county of Gloucester to the same manor of Horfield belonging or in any wise appertaining (such messuages, tenements, and land as were then some time since demised and granted unto John Lamb of Horfield aforesaid, yeoman, always excepted and foreprized).

To hold the said manor, parsonages, vicarages, lands, meadows, pastures, and premises, with the appurtenances, unto the said George Lempriere, his heirs and assigns, for the lives of John Shadwell, of Southampton, in the county of Hants, doctor in medicine, aged 54 years, or thereabouts; John Augustus Shadwell, a captain in the 26th regiment of Native Infantry in the service of the Honourable the East India Company, and then on duty in Bengal, in the East Indies, aged 22 years, or thereabouts, son of the said John Shadwell, doctor

Horfield Estate.

doctor in medicine; and Richard Shadwell, of the city of Bristol, esquire, then aged 46 years, or thereabouts, brother of the said John Shadwell; and the life of the longest liver of them, in trust nevertheless, and to and upon the trusts contained in the last will and testament of John Shadwell, deceased.

At and under the yearly rent of 36*l.* 14*s.* 11*d.*, payable half-yearly at Lady-day and Michaelmas.

Usual covenants.

No. 3.

Extract from Minutes of General Meeting, held the 3d February 1847.

The Commissioners authorized the treasurer and secretary to communicate with the Bishop of Gloucester and Bristol, either directly or through his secretary, with a view to the immediate transfer of Horfield to the Commissioners, or some other arrangement, by which the whole annual proceeds of the estate may be made available for the permanent benefit of the see or of the Episcopal Fund.

Confirmed 10 February 1847.

No. 4.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Dear Sir, Stapleton, 9 February 1847.

I hope you will lay the the accompanying paper before the Commissioners at their meeting to-morrow, as its contents will not bear delay.

Yours, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 4 *a.*

From the Bishop of *Gloucester* and *Bristol.*

I am called upon to address the Ecclesiastical Commissioners on the matter of a conversation which took place last Friday, at their desire, between Mr. Murray and Mr. Holt, my secretary, as to my intentions, in case the lease of Horfield manor should fall during my incumbency. Mr. Holt was sent for to town by two letters of great urgency, without being apprised of the subject for discussion. This method of inquiry was not well calculated to attain its object, since he must either be ignorant of my views, or, if he knew them, he could only do so confidentially.

I learn that a report of my intention to re-grant this lease for lives, as heretofore, has been several times matter of conversation at the Board, and has been spoken of in terms of condemnation. Of the existence of the report I was aware, as well as of its origin, the authority being certain printed evidence given before the Ecclesiastical Leases Committee of the House of Commons some years ago, by a land surveyor from this neighbourhood, who stated that he understood such to be the intentions of the Bishop. This person, to whom I never spoke, is notorious for his unfriendliness to the Church and churchmen. His assertion, as coming from an individual who could know nothing about me, I treated like a newspaper report, with silent contempt. To have noticed it publicly at the time would have been thought by some presumptuous, by others ridiculous.

However, the manner in which I spoke of this evidence in conversation is at least a proof that I did not meditate playing the very part which he had assigned me.

When I became interested in this lease 10 years and a half ago I found it dependent upon a single nominee, of advanced age, whose life had been the subject

ject of much speculation in the time of my predecessor, part of the property consisting of the right of renewing lives on a number of copyholds, a mode of tenure the least productive to the see, while it was unfavourable to improvements in building, which from the neighbourhood of Bristol might otherwise have been expected. My wish was, if ever I should have the power, to correct this evil for the future; but I forebore to talk of schemes which I might never have the opportunity of attempting. During all these years I can scarcely recollect having even conversed on this Horfield property, except with one person, who having large interests as a copyholder, has frequently sought conversations with me on the subject of the manor, knowing that in the event of one death the bishop would become *ipso facto* lord farmer, as it is called. From this gentleman I have gathered many particulars of importance respecting the present condition and management of the copyholds; but I was not likely to communicate to him my designs, if I had formed any, respecting the demise, a matter which was no concern of his; nor was he a person likely to be made the depository of my private intentions. In truth I never did feel called upon to make up my mind on a matter beset with difficulties, on which I might never have to decide. If I could be said to entertain any particular design upon the subject, it was to separate the parts of the property which ought never to have been united in one lease, and endeavour to obtain a private Act of Parliament for enfranchising the copyholds, and arranging equitably all the different interests involved. Horfield Estate.

When the Copyhold Enfranchisement Act, and that for long building leases, had passed, I thought that a fair prospect was opened of effecting by their joint operation, the object in my contemplation, of improving the revenues of the bishopric, so as eventually to enable it to pass with the vicarage of Almondsbury, and I pleased myself with the idea of being thus a benefactor to my successors, and in no small degree to the neighbourhood.

Nearly three years ago I received a letter from a friend, telling me that the Horfield lease was expected to fall in, and that he had heard the report of my intention of re-granting it upon the same tenure, just as it had been stated to the Commons Committee. I remember replying to this effect: that I had formed no definite resolution respecting an event which might never happen to me; that if fortune should place that property in my power I should probably be guided by some disinterested judgment respecting its disposition. This friend is a member of the Ecclesiastical Commission; he may probably be at the Board when this communication is laid before it, and will, I dare say, remember the circumstance. Upon my mind it left a clear impression, since it was this correspondence which led me to consider the propriety of forming some resolution as to my course, should the contingency occur; and upon mature consideration I resolved not to settle myself a question in which my own interests and those of my family were materially involved, but to submit the decision entirely to the Ecclesiastical Commissioners, who might be regarded as impartial umpires between myself and my successors, and who would also have a regard for the general interests of the Church and of the public.

Such continued to be my determination until I learnt the resolution of the Commissioners in last December to separate this whole property from the bishopric at the next avoidance, and to take it to themselves. The case was now entirely altered: my successors were no longer concerned, and the Commissioners, being themselves the party interested, were incapacitated from becoming judges. I determined, therefore, upon the same principle, in case of the avoidance of the lease in my time, to propose that the arrangement should be fixed by two intelligent and disinterested arbitrators, to be respectively named by them and myself. And to this determination I still adhere.

The suggestion made by Mr. Murray of granting a lease of the whole for 21 years would, I conceive, be for nobody's advantage. To the copyholds such a tenure would be inapplicable, and it would destroy the prospect of improvement of the property by building a respectable class of villas.

Of certain remarks stated to have been made in conversation at the Board, I shall take no notice; they are probably misapprehended or intentionally misstated, a consequence inseparable from the mode of communication adopted. But I am specially asked, whether I remember having written in 1843 a lette:

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on this subject to a right honourable gentleman, which he is stated to have read at the Board. I reply, that I recollect nothing of the kind, and that I am convinced the whole is a mistake.

I have now complied with the request made to me, by stating, not what I have done, (for that is absolutely nothing,) but what I have designed to do on a certain contingency. It has been no easy task to recall my thoughts for above 10 years on a matter which never occupied them much, while my attention was incessantly absorbed by other matters of much importance, and that without the aid of a single memorandum. If in so doing I have betrayed wounded feelings, I think the Board will have the candour to allow that this is not quite without excuse. I am certainly hurt, that among persons of the station of the Commissioners, I should be suspected of knowingly doing anything which was either wrong in itself, or disparaging to the character of a bishop. Had I been actuated by selfishness or rapacity, the occasion of this discussion would probably never have occurred. It is painful to speak of oneself; but it is known in my diocese that I have made several large sacrifices of my private interest to public advantage, which ought to have saved me from such suspicions. Next to the *mens conscia recti*, I esteem a good reputation the most precious of worldly possessions; and while I have the common feelings of mankind in regard to a provision for my family, I should abhor the idea of bequeathing to them anything which carried along with it a particle of reproach.

(signed) *J. H. Gloucester* and *Bristol.*

Stapleton, 9 February 1847.

No. 5.

Extract from Minutes of General Meeting, held the 10th February 1847.

Read,—A letter (No. 4*a*, *antea*) from the Bishop of Gloucester and Bristol respecting a confidential conversation between the secretary and Mr. Holt, the Bishop's secretary, on Friday last, on the subject of the Horfield estate.

Ordered,—That the secretary explain the circumstances of the case to the Bishop personally.

The following letter (No. 6, *postea*) from the secretary to the Bishop was then approved by the Commissioners.

Confirmed 18 February 1851.

No. 6.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, 5, Whitehall-place, 10 February 1847.

I have read to the Board to-day the whole of your letter of yesterday.

I am convinced that in a short conversation I shall be able to remove any uncomfortable feelings which may at present rest upon your mind, as suggested by my interview with Mr. Holt, and I therefore purpose, with the full sanction of the Commissioners, making a visit to Stapleton at the earliest day on which I can contrive to leave London, unless I learn that there is any near prospect of your Lordship's being here.

(signed) *C. K. Murray.*

I may as well mention at once, that there has been a little mis-apprehension as to parts of my conversation with Mr. Holt; and that in all that has passed the Commissioners and their humble servant have been actuated by a desire to bring the case before your Lordship in a form most agreeable to your feelings.

No. 7.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

My dear Sir, Stapleton, 12 February 1847.

That there should be inaccuracies, more or less, in the communication made to me, was no more than was to be expected from the mode adopted; and for that reason I have foreborne to take any notice of the terms of censure said to have been used. But I have no less a right to complain of those who censure first and inquire afterwards.

If you come to Stapleton I shall be happy in your company; and will show you what I have done, and am doing to improve the place. But I cannot suffer you to give any of your much-occupied time to this purpose, without suggesting that your object would be better attained by writing.

It cannot fail to occur to you as possible, and not improbable, that this affair may come before the public, when oral testimony will be unsatisfactory and useless. I should decline therefore any conversation upon it, except on condition that the past inquiry should be reduced to writing, and signed by you and myself.

It is not probable that I should be in town till after Easter, having at present no house which I can inhabit.

I remain, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 8.

Extract from Minutes of General Meeting, held 18 February 1847.

Read,—The following letter (No. 7, *antea*) from the Bishop of Gloucester and Bristol, in answer to the secretary's letter of the 10th instant, respecting the Horfield estate.

Ordered,—That the secretary prepare the draft of a letter to the Bishop for approval at the next meeting.

Confirmed 4 March 1847.

No. 9.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 22 February 1848.

I have to request that you will lay the inclosed communication before the Ecclesiastical Commissioners at the earliest opportunity.

I am, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 9*a*.

From the Bishop of *Gloucester* and *Bristol* to the Ecclesiastical Commissioners for *England.*

Stapleton, 21 February 1848.

At a meeting of the Ecclesiastical Commissioners at which I was present last spring, an idea was expressed by some members of treating for the purchase of my interest in the Horfield manor lease, which after my incumbency will devolve on the Commissioners.

A recent occurrence leads me to make an offer to that effect.

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A proposal has been made to me by the lessee of giving as a fine for a fresh lease, with two new lives, the sum of 11,000*l.* I have declined this offer, and have closed the correspondence. But upon this ground I am willing to transfer my interest in the property to the Commissioners for 11,000*l.* now, and a further sum of 2,225*l.* on the contingency of the lessee (on whose life the lease is now held) dying during my incumbency.

The latter is the exact sum which the lessee offered at his own suggestion to bind his successors to pay for a third new life, in case of my surviving him.

The lessee has offered to pay such further sum on the enfranchisement of the copyholds, as the Copyhold Commissioners might estimate as the amount of my interests therein; but whatever that claim may be, in treating with the Ecclesiastical Commissioners, I am willing to waive and abandon it altogether.

Respecting the terms, and the value of the property, I have only to add that the foregoing are the spontaneous suggestions of the party desiring to obtain a new lease. I possess no valuation myself, and have not attempted any calculations of my own. The agent of the lessee says that he has three surveys; I believe however that the terms offered are in amount considerably below the real value, and also below what would be paid were I to name a fine myself. This I infer from concurring circumstances with which I need not trouble the Commissioners.

(signed) *J. H. Gloucester* and *Bristol.*

No. 10.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, Whitehall-place, 23 February 1848.

I WILL lay before the Ecclesiastical Commissioners for England at the first opportunity your Lordship's communication respecting the Horfield estate, bearing date 21st instant.

(signed) *C. K. Murray.*

No. 11.

EXTRACT from Minutes of General Meeting, held 24 February 1848.

A PROPOSAL (No. 9*a*, *antea*) from the Bishop of Gloucester and Bristol to sell to the Commissioners his interest in the Horfield estate belonging to the see was read, and referred to the Estates Committee.

No. 12.

EXTRACT from Report of Estates Committee, held the 4th, and confirmed 9th March 1848.

THE committee report that the proposal (No. 9*a*, *antea*) from the Bishop of Gloucester and Bristol, respecting the estate of Horfield, is still under consideration by them.

No. 13.

From the Bishop of *Oxford* to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 4 March 1848.

Your letter of 21st February has just been brought before a finance committee. The committee felt strongly the liberality of your offer, and were anxious to recommend to the Board its ready adoption; but one or two peculiarities in the case made it desirable that they should first hold some communication with your Lordship, and they thought that it might probably be most pleasant to you to conduct that communication through a brother Commissioner: at their request therefore I now write.

1st. The Commissioners could not enter into an arrangement to pay a further sum on a contingent event and they would therefore prefer paying the present value of that future contingency.

2d. They would wish Horfield augmented; and that augmentation must be effected (under the Archbishop's Act, continued by 3 & 4 Vict. c. 113, s. 76) by your Lordship before the estate becomes ours. They would therefore wish to know your Lordship's mind on these points before reporting to the Board; and time pressing, they have adjourned till I receive your answer (at 61, Eaton-place), which they hope may arrive in time for us to report next Thursday.

(signed) *S. Oxon.*

No. 14.

Extract from Minutes of General Meeting, held the 16th March 1848.

The Estates' Committee having stated that the negotiation with the Bishop of Gloucester and Bristol respecting the Horfield estate, was likely soon to be satisfactorily concluded;

Resolved,—That the committee be empowered to agree with the Bishop on such terms as shall satisfy them, subject only to the final approval of the Board and of Her Majesty in Council.

Confirmed 23 March 1848.

No. 15.

From the Bishop of *Oxford* to the Bishop of *Gloucester* and *Bristol*.

My dear Lord, 61, Eaton-place, 16 March 1848.

I have had the opportunity to-day of laying your letter before the sub-committee. They are prepared to recommend the acceptance of your offer; viz., the payment of 11,000 *l.*, the value (to be estimated by Morgan) of your contingent interest in the remaining life, and minus a sum of money to bear the same ratio to this total, that 100 *l.* per annum bears to the whole property ceded to the Commissioners; your Lordship to continue to receive the reserved rent, and 100 *l.* per annum tithes, to be excluded from the arrangement for the augmentation of the living by the Bishop at the time of the first episcopal presentation thereto.

Perhaps your Lordship will give as speedy a reply as you feel able to this.

I am, &c.
(signed) *S. Oxon.*

Horfield Estate.

No. 16.

From the Bishop of *Oxford* to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, 21 March 1848.

The Committee do not feel that they can resist the force of your claim. They therefore propose to add to the terms stated in detail in my last, that Mr. Morgan be further consulted as to the value of your reversionary interest on the chance of the dropping of these young lives (supposed to be now put in) calculated on the present fine of 11,000 *l.*, and to add that to the sum to be paid by the Commissioners to your Lordship for the property.

Perhaps you will send me one line by return, saying that you finally agree to these terms.

I am, &c.
(signed) *S. Oxon.*

No. 17.

From the Bishop of *Gloucester* and *Bristol* to the Bishop of *Oxford.*

My dear Lord, Stapleton, 22 March 1848.

I agree to the proposal contained in your note of yesterday.

I remain, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 18.

Extract from Minutes of General Meeting, held the 23d March 1848.

Read,—The following separate report from the Estates Committee, presented by the Bishop of Oxford:

"The committee report that after full consideration of the offer made by the Bishop of Gloucester and Bristol to commute his interest in the Horfield estate, they have in conformity with the resolution of the last meeting, agreed upon the terms embodied in the following letters (*vide* Nos. 13, 15, and 16, *antea*) addressed to the Bishop of Gloucester and Bristol by the Bishop of Oxford, and assented to by his Lordship in a letter to the Bishop of Oxford, dated 22d instant.

"The committee accordingly recommend that the final sanction of the Board be given to this agreement."

Resolved,—That this report be confirmed, and that immediate steps be taken for carrying into effect the arrangement agreed upon between the Estates Committee and the Bishop of Gloucester and Bristol.

Resolved further,—That the Board desire to express their sense of his Lordship's liberality.

Confirmed 30 March 1848.

No. 19.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5, Whitehall-place, 23 March 1848.

I transmit herewith an extract from the minutes (No. 18, *antea*) of this day respecting the commutation of your Lordship's interest in the Horfield estate.

(signed) *C. K. Murray.*

No. 20.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 24 March 1848.

I WRITE to acknowledge your note, communicating the minutes of the meeting of the Ecclesiastical Commissioners yesterday respecting the Horfield property, and to express my thanks for their courtesy.

If a case be drawn up for the actuary, I presume that I shall see a copy of it before it is submitted to him.

I am, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 28.

FROM the Secretary to the Bishop of *Oxford.*

My dear Lord, 5, Whitehall-place, 25 March 1848.

As the Bishop of Gloucester and Bristol may probably write again to you respecting the Horfield commutation, it is right that you should be kept informed of all that passes here.

I therefore send you the accompanying papers.

(signed) *C. K. Murray.*

No. 22.

FROM *Arthur Morgan*, Esq., to the Secretary.

My dear Sir,

I HAVE answered the case or questions as you have put them, without reference to the question of the future charge of 100 *l.*, which will I find not materially affect the value of the future fines; for instance, the value in years' purchase on the rental of the Bishop's contingent right of future fines = 1·72.

	£.
Take this on - - - - -	742
Minus - - - - - -	100
	or 642

The result is,

642 × 1·72

1284
4494
642

1104·24

= £.1,104, instead of 1,276 *l.*

Making a difference of 172 *l.* only.

I suppose the 11,000 *l.* is a sum agreed, and not to be pared down. If an abatement be contemplated there, the sum would stand thus:

	£.
Fine - - - - - -	11,000
Future fines - - - - -	1,276
	12,276

16·54 years' purchase on the rental of 742 *l.*, deduct a hundred a year from the rental, and the amount of course becomes 12,276 *l.*, minus 1,654 *l.*, or 10,622 *l.*

Yours, &c.

(signed) *Arthur Morgan.*

No. 22 *a*.

CASE submitted to Mr. *Morgan*, and his Answers.

5, Whitehall-place, 24 March 1848.

OUTSTANDING life, John Shadwell of Southampton, doctor in medicine, aged 54 or thereabouts, on the 4th February 1817.

Agreed fine for assumed filling up of lease, as of date March 1848, with two best lives, eleven thousand pounds (11,000*l.*)

Bishop aged 65 on 13th December 1847.

Required:

1. The equivalent annual rental represented by such fine?

Answer. Seven hundred and forty-two pounds.

Required:

2. The present value, in years' purchase, of the Bishop's contingent interest in further fines, assuming that his Lordship will continue for life incumbent of the same see?

Answer. One thousand two hundred and seventy-six pounds, or 1·72 years' purchase of the above rental.

24 March 1848. *Arthur Morgan.*

No. 23.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 3, Whitehall-place, 25 March 1848.

I HAVE, this morning received your Lordship's letter of yesterday's date (No. 20, *antea*).

I yesterday laid a case before Mr. Morgan, and I now transmit a copy of it, and of his answer (No. 22 *a*, *antea*).

The whole calculation will stand as follows:

	£.
Sum agreed upon as equivalent to a fine for assumed insertion of two best lives - - - - - - - - - -	11,000
Compensation for contingent interest in further renewals - -	1,276
Total - - - £.	12,276
Deduct in respect of the intended augmentation of Horfield P. C. a sum bearing the same proportion to this total as 100*l.* per annum bears to 742*l.* per annum - - - - - - -	1,654
Sum to be paid by the Commissioners to the Bishop - - £.	10,622

(signed) *C. K. Murray*

No. 24.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 27 March 1848.

I have received your letter of March 25th, enclosing a case which you have submitted to Mr. Morgan, the actuary, as formed on an agreement between the Commissioners and myself.

The terms of the case are not those to which I have agreed. Of course I have nothing to do with the result.

(signed) *J. H. Gloucester* and *Bristol.*

P.S.—I shall write by this post to the Bishop of Oxford on the subject.

No. 25.

From the Bishop of *Gloucester* and *Bristol* to the Bishop of *Oxford.*

My dear Lord, Stapleton, 29 March 1848.

Understanding that the Ecclesiastical Commissioners have accepted substantially the offer made by me in my communication of February 22, subject however to certain modifications and conditions subsequently agreed upon in correspondence between your Lordship and myself, I believe that the contract may be thus expressed.

The Bishop's interest in the lease of the manor of Horfield is to be transferred to the Commissioners immediately on the payment of the following considerations:

1. The sum of 11,000*l.*

2. The sum of 2,225*l.*, minus such an amount as the actuary shall state to be just for the chance of Dr. Shadwell, the present nominee, outliving me. Call this sum x.

3. The amount at which the actuary shall estimate the further chance of renewals of this lease, from the contingent lapse of any of the young lives supposed now to be inserted, in the course of my lifetime, assuming that 11,000*l.* to be a fair sum, payable, or (as Mr. Morgan calculates) 740*l.* to be the net annual value. Call this y.

4. From these sums is to be deducted one-tenth of the aggregate, or $\frac{11,000+x+y}{10.}$ this being in consideration of 100*l.* of the tithe rentcharge remaining with the see, for the augmentation of the living of Horfield, under the provisions of the Archbishop's Act, such augmentation to take effect only on the first vacancy of the living which shall occur after the demise of the present remaining life in the lease.

5. The reserve rent of 36*l.* 14*s.* 11*d.* to be payable by the Ecclesiastical Commissioners to the present Bishop, if the existing lease terminated during his incumbency.

I think that the above conditions comprise the whole of our agreement and understanding.

(signed) *J. H. Gloucester* and *Bristol.*

Horfield Estate.

No. 26.

Extract from Minutes of General Meeting, held 30 March 1848.

Read,—The following letter from the Bishop of Gloucester and Bristol (No. 25, *antea*).

Resolved,—That the agreement with the Bishop be considered to stand according to the terms of this letter, and that a case be prepared and laid before Mr. Morgan for his opinion, the draft being first submitted for the Bishop's approval.

Confirmed 6 April 1848.

No. 27.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My Lord, 5, Whitehall-place, 30 March 1848.

In compliance with directions I have this day received from the Board, I transmit herewith the draft of a case (No. 36, *postea*) proposed to be laid before Mr. Morgan respecting the Horfield estate.

(signed) *C. K. Murray.*

No. 28.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 1 April 1848.

I cannot concur in a case for Mr. Morgan the actuary, while I believe that a material fact, the age of Dr. John Shadwell, is mistated; I am assured confidently from a quarter likely to be informed, that his age is not 85 but 89, and I have another ground for inferring that he cannot be less that 87.

The other age in your case was, I suspect, obtained from an insurance office, though there was in that case no difficulty in applying to the individual himself for the fact. A similar investigation might have obtained the age of Dr. Shadwell, and no office is more likely than the Equitable, and it may do so now. The thereabouts of a lease is well known to be incorrect authority.

It was no desire of mine to apply to the calculations of an actuary, but as the Commissioners wish it, justice requires that it should be done with accuracy.

(signed) *J. H. Gloucester* and *Bristol.*

No. 29.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5 Whitehall-place, 3 April 1848.

In the first case (No. 22 *a*, *antea*) as laid before Mr. Morgan, of which I sent your Lordship a copy on the 25th March, the present age of Dr. Shadwell was virtually stated at 85, as taken from the abstract of the lease (No. 2 *a*, *antea*) supplied by Mr. Holt, which was the only source of information within reach of the Commissioners; your Lordship objected to the mode of stating that case, but I had no official intimation that this age was disputed.

In the draft of the second case (No. 36, *postea*) therefore, of which I sent your Lordship a copy on Thursday last, 30th March, I intended to state the same age. Your Lordship's letter received this morning, objects to the case on the ground of its being inacurate on this point.

Your Lordship says you suspect that the other age, meaning your own, was obtained from an insurance office, though there was in that case no difficulty in applying

applying to the individual himself for the fact; and your Lordship adds, that a similar investigation might have obtained the age of Dr. Shadwell, and that no office is more likely than the Equitable.

My answer to this is, that I did so procure your Lordship's age, in the belief that I could not obtain it in a more delicate manner, or upon surer authority; and moreover, that I applied to the same quarter for the age of Dr. Shadwell, but without success.

I have only now to add, that I am ready to carry out the instructions of the Commissioners whenever your Lordship sends back the draft case, with such further information as may enable me to insure perfect accuracy for all its statements.

(signed) *C. K. Murray.*

No. 30.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, April 1848.

I am obliged to you for your letter informing me of your motive for applying to the insurance office for my age.

I can make no better suggestion about the age of Dr. Shadwell, than that it is most probably at some insurance office in town, and that it may perhaps be ascertained by a line addressed to himself at Southampton. As he is totally blind, attention to a letter must depend upon those about him. A professional man at Southampton might obtain the fact by inquiring, for which I presume his charge would not exceed 1 *l.*

I remain, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 31.

From the Secretary to the Bishop of *Oxford.*

My dear Lord, 5, Whitehall-place, 4 April 1848.

I send copies of the further papers in the case of Horfield, in the probability of the Bishop writing to you.

(signed) *C. K. Murray.*

No. 32.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 5 April 1848.

The authority to which I referred in my last was that of a respectable wine-merchant in Bristol, named Gully, who had been connected with the family of Dr. Shadwell for many years, who confidently asserts that his age is 89.

But I have now a different evidence, which makes me think that an over-statement. It is stated, on what seems good authority, that John Shadwell was born at or near Cork on November 6, 1762.

I shall be content that the former statement be assumed as the true one.

Yours, &c.

(signed) *J. H. Gloucester* and *Bristol.*

P.S.—Dr. S. was baptised in the Established Church; I cannot learn when; but in the diocese of Cork the register would probably be found. The name of the minister was Michael Tisdale.

Horfield Estate.

No. 33.

Extract from Minutes of General Meeting, held 6 April 1848.

Read,—The correspondence between the Bishop of Gloucester and Bristol and the secretary since the last meeting respecting the Horfield estate case, the draft of which has been submitted to the Bishop for his approval.

It is suggested by the Bishop that the age of Dr. Shadwell, the remaining life in the lease, which is stated in the case to be 85, should be assumed to be 86, the Bishop having been informed upon what he deems good authority, that Dr. Shadwell was born in November 1762.

Resolved,—That this age be adopted, and that subject to the Bishop's approval of the case in other respects, it be immediately laid before Mr. Morgan.

Confirmed, 13th April 1848.

No. 34.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My Lord, Whitehall-place, 6 April 1848.

The Ecclesiastical Commissioners for England have agreed to adopt your Lordship's suggestion that Dr. Shadwell's life should be stated in the case for Mr. Morgan at 86; that is to say, according to the assumption of his having been born in 1762.

I now, therefore, only await your Lordship's return of the draft case (No. 36, *postea*) approved in other respects.

(signed) *C. K. Murray.*

No. 35.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 7 April 1848.

I thought that what I said in my last letter contained all that it was necessary to observe on the question of Dr. Shadwell's age. I have no doubt myself that the date, 6 November 1762, is not that of his birth, but that of his baptism; and it is not inconsistent with the supposition which I believe to be the true one, that he is two years older. But as I cannot prove this, I readily acquiesce in your sending the case to the actuary, as your letter of to-day purposes. I have no other remark to make upon it.

(signed) *J. H. Gloucester* and *Bristol.*

No. 36.

Case submitted to Mr. *Morgan*, and his Answers.

Subsisting lease for lives, of which one only now remains, aged 86.
Age of the Bishop in December last, 65.

It is agreed that the Bishop shall now receive 11,000 *l.* as an equivalent for a fine for inserting two best lives in the lease.

It is also agreed that he would be entitled to a further sum of 2,225 *l.*, in the event of the present remaining life dropping during his (the Bishop's) life.

Required,—

1. The present value in money of the last-mentioned contingency?

2. The present value in money of the Bishop's further chance during his life of renewals of the lease from the contingent lapse of the young lives supposed now to be inserted?

The

Answers,—

1. The present value in money of the contingent sum of 2,225*l.* is 1,576*l.*
2. The present value in money of the Bishop's further chance during his life of renewals of the lease from the contingent lapse of the young lives supposed now to be inserted is, 298*l.*

(signed) *Arthur Morgan.*

Equitable Assurance Office,
14 April 1848.

No. 37.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord 5, Whitehall-place, 14 April 1848.

The following is a copy of Mr. Morgan's answer to the Horfield case:—

"1. The present value in money of the contingent sum of 2,225*l.* is 1,576*l.*

"2. The present value in money of the Bishop's further chance during his life of renewals of the lease, from the contingent lapse of the young lives supposed now to be inserted is, 298*l.*"

The account will therefore stand thus:—

	£.
Sum agreed upon as representing present fines - - - -	11,000
Add Mr. Morgan's results, No. 1 - - - - - - -	1,576
No. 2 - - - - - - -	298
	12,874
Deduct $\frac{1}{10}$th in respect of the prospective augmentation of Horfield P. C. - - - - - - - - - - -	1,287
Amount payable by the Commissioners to the Bishop - - £.	11,587

(signed) *C. K. Murray.*

No. 38.

From the Secretary to Messrs. *White* and *Murray.*

Dear Sir, 5, Whitehall-place, 17 April 1848.

By reference to the Order in Council of the 17th June last, (*vide* page 10) you will see that upon the next avoidance of the See of Gloucester and Bristol, this estate will be transferred to and vested in the Commissioners.

The Board have lately received from the Bishop a proposition immediately to surrender to them his interest in the estate, except in 100*l.* part of the tithe for the following purpose, upon payment to him of the sum of 11,587*l.*

The reserved tithe is to be forthwith made over to the perpetual curacy of Horfield, but the augmentation not to take effect till the next episcopal presentation, the patronage being now in the lessee.

Reserving the question as to the proper form of conveyance and assurance, I will thank you to prepare a contract for immediate execution by the Commissioners and the Bishop. This instrument should be ready for sealing at the meeting to-morrow.

I send the file herewith.

(signed) *C. K. Murray.*

Horfield Estate.

No. 39.

From Messrs. *White* and *Murray* to the Secretary.

Dear Sir, 7, Whitehall-place, 17 April 1848.

In pursuance of your instructions of this day we have prepared and beg to transmit an agreement (No. 41, *antea*) for carrying out the proposed arrangement for the immediate transfer of this estate to the Ecclesiastical Commissioners.

We are, &c.

(signed) *J. M. White* and *J. Murray.*

No. 40.

Extract from Report of Estates Committee, held 18 April 1848.

The Committee have approved the draft of an agreement (No. 41, *postea*) between the Bishop of Gloucester and Bristol and the Commissioners, respecting the sale of the Bishop's interest in the Horfield estate, and they recommend that the instrument be sealed.

Confirmed at a general meeting held 4 May 1848.

No. 41.

Articles of Agreement made the 18th Day of April, 1848, between the Right Reverend Father in God *James Henry*, by Divine Permission Lord Bishop of *Gloucester* and *Bristol* of the one part, and the Ecclesiastical Commissioners for *England* of the other part.

Whereas the said Lord Bishop is, in right of his said see, entitled to the estate and hereditaments mentioned and particularized in the Schedule hereunder written: And whereas, under the provisions of an order of Her Majesty in Council, bearing date the 13th June 1847, and made in pursuance of certain Acts relating to the said Ecclesiastical Commissioners, the said estate and hereditaments will, on the first avoidance of the said See of Gloucester and Bristol, become transferred to, and absolutely vested in, the said Ecclesiastical Commissioners: And whereas the said Ecclesiastical Commissioners for England, acting under the authority of the said Acts, have entered into an arrangement with the said Lord Bishop for the purchase or commutation of all his right and interest in the said estate and hereditaments, except as hereinafter excepted, at and for the gross sum of 11,587 *l.*: Now, therefore, the said Lord Bishop doth hereby undertake and agree that he the said Lord Bishop shall and will when requested so to do by the Ecclesiastical Commissioners, and on receipt of the sum of 11,587 *l.* hereby agreed to be paid by the said Ecclesiastial Commissioners, convey, assign, surrender, and yield up unto them, the said Ecclesiastical Commissioners, or to such person or persons, and by such conveyances and assurances in the law, and in such manner as the said Ecclesiastical Commissioners shall direct, all the estate, right, title, and interest whatsoever of the said Lord Bishop, as from the 8th day of April 1848, of and in all and singular the estate and hereditaments mentioned and particularized in the said Schedule hereunder written, freed and discharged of and from all right, title, interest, incumbrances, claims, and demands whatsoever at any time heretofore or to be hereafter made, created, suffered, or occasioned by the said Lord Bishop, or any person or persons claiming through or under him, other than and except the indenture of lease in the said Schedule mentioned, so far as the same is legally valid and subsisting: and also, that he the said Lord Bishop will, on the request of the said Ecclesiastical Commissioners or their agent, deliver over to them, or to any other person or persons they may appoint, all counterparts of leases, terriers, rentals, maps, plans, and all other documents whatsoever relating to or in any way affecting the said estates and hereditaments, or any of them, which are now in his custody, possession, or power, or which he can or may procure without suit at law or in equity; and shall and will afford to the said Ecclesiastical Commissioners all the information and assistance in his power when required so to do, in order to their obtaining full knowledge respecting the said estates and hereditaments. And the said Lord Bishop hereby covenants and declares that he

he hath not, since the 4th day of February 1817, granted, and will not at any time hereafter grant, any renewed or other leases of any part of the said estates and hereditaments, or any grant or regrant of or admission to any copyhold or customary hereditaments, part of the said estate and hereditaments, nor exercise any other right of ownership, or other power or privilege whatsoever in relation to the said estate and hereditaments. And it is hereby declared and agreed, that neither this agreement, nor any deed or instrument to be executed in pursuance thereof, shall operate to confirm or give effect to the said indenture of lease, or to any other lease, grant or regrant heretofore granted or expressed to be granted of the said estate and hereditaments, or any part of them, which is or may be void or voidable at law or in equity, or in any way affect the right of the said Ecclesiastical Commissioners; and either in their own names, or in that of the said Lord Bishop, to recover from any person or persons whomsoever compensation for any now present or future waste or dilapidations in the said estates and hereditaments, or any part thereof, but that the said Ecclesiastical Commissioners shall be at liberty to take any proceedings they may think fit for the purpose of setting aside the said indenture of lease, or any such other lease, grant, or regrant, or on account of any such waste or dilapidations as aforesaid, either during the life or continuance of the incumbency of the said Lord Bishop, subject to the proviso next hereinafter contained, or after his death or determination of his incumbency in like manner, as if this agreement or any such deed or instrument had not been made or executed: provided always, that in case any proceedings shall, during the lifetime or incumbency of the said Lord Bishop be taken by the said Ecclesiastical Commissioners in the name of the said Lord Bishop, for setting aside any such lease, grant, or regrant, or on account of any such waste or dilapidations as aforesaid, they the said Ecclesiastical Commissioners shall indemnify and save harmless the said Lord Bishop, his heirs, executors, and administrators against all losses, costs, charges, and expenses which he may pay or incur, or to which he may become liable in consequence thereof, either under any express or implied covenant on his part, for the quiet enjoyment of the premises comprised in such lease, grant, or regrant, or otherwise. And the said Lord Bishop doth hereby further undertake and agree, that the said Ecclesiastical Commissioners and their successors shall have full power and authority by themselves, or by any other person or persons to be from time to time appointed by them, and at the costs and charges of the funds vested in them, in virtue of their said office, to use the name and act as the attorney of the said Lord Bishop, in asking, demanding, suing for, recovering, or receiving and giving receipts for any rents or other sum or sums of money payable in respect of the said estate and hereditaments, and for settling and adjusting all accounts, matters and things relating thereto, and also for setting aside the said indenture of lease, and any other lease, grant, or regrant heretofore granted, or expressed to be granted, of any part or parts of the said estate and hereditaments, and recovering possession of the same estate and hereditaments, or in any proceedings either at law or in equity, relating to any waste or dilapidations as aforesaid: provided always, that nothing herein contained shall alter or affect the right or interest of the said Lord Bishop in or to any advowson or rights of patronage or presentation belonging to him in right of his said see. In witness whereof, the said Lord Bishop hath hereunto set his hand and episcopal seal, and the said Ecclesiastical Commissioners have caused their common seal to be hereunto affixed, the day and year first above written.

The Schedule above referred to.

All that the Estate and Manor of Horfield, in the County of Gloucester, and also the Parsonages and Vicarages of Horfield and Filton in the same county, and all glebe lands, tithes, and portions of tithes, messuages, tenements and hereditaments, and all and singular the rights, members and appurtenances to them, or either of them belonging, as the same are expressed to be demised by a certain indenture of lease, bearing date on or about the fourth day of February in the year 1817, and made or expressed to be made between the Right Reverend William Lord Bishop of Bristol of the one part, and George Lempriere therein described of the other part (except any advowson or right of patronage or presentation.)

Horfield Estate.

No. 42.

From the Rev. *H. Richards* to the Secretary.

Mr. Richards having observed in the Bristol papers of to-day a letter from the Lord Bishop of the diocese, in which his Lordship states that he has sold his interest in the Horfield manor estate to the Ecclesiastical Commissioners, with the exception of a portion that is to be appropriated to the eventual augmentation of the vicarage of Horfield, will feel obliged by Mr. Murray informing him whether it is too late for him to lay before the Commissioners his views of the injustice that will be done to the living of Horfield, as well as to the poor inhabitants, should not some portion of the money about to be received be appropriated for the benefit of the trampers and the poor, instead of being expended in parishes which have no interest whatever in the property of Horfield.

The Parsonage, Horfield, Bristol,
25 April 1848.

No. 43.

Extract from Minutes of General Meeting, held 4 May 1848.

The agreement (No. 41, *antea*) between the Bishop of Gloucester and Bristol and the Commissioners, respecting the Horfield estate, was sealed.

Ordered,—That the opinion of the Commissioners' conveyancing counsel be taken as the proper deed or instrument for transferring to the Commissioners the interest of the Bishop of Gloucester and Bristol in the Horfield estate.

Read,—A memorandum (No. 42, *antea*) from the Rev. H. Richards, perpetual curate of Horfield, upon the question whether some portion of the money about to be received by the Bishop of Gloucester and Bristol should not be appropriated for the benefit of his living.

Resolved,—That Mr. Richards be informed that the Commissioners do not feel themselves at liberty to interfere in the matter, and that he had better apply to the Bishop.

Confirmed 11 May 1848.

No. 44.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My Lord, 6, Whitehall-place, 6 May 1848.

The question as to the proper deed or instrument to be prepared for transferring to the Commissioners your Lordship's interest in the Horfield manor estate having been considered by the Board, it was finally determined that the opinion of their conveyancing counsel should be taken upon the subject, and I have given instructions accordingly.

(signed) *C. K. Murray*,

No. 45.

From the Secretary to Messrs. *White* and *Murray*.

Dear Sirs, 5, Whitehall-place, 8 May 1846.

I am directed to request that you will confer with Mr. Dugmore upon the question as to the proper instrument to be prepared for transferring to the Commissioners the Bishop's interest in this estate, conformably with the contract which I enclose, and procure his opinion thereon in time for the next meeting.

(signed) *C. K. Murray*.

No. 46.

From Messrs. *White* and *Murray* to the Secretary.

Dear Sir, 7, Whitehall-place, 9 May 1848.

Annexed we send you copy of an opinion and further opinion of Mr. Dugmore's (No. 46 *a*, *postea*), in which, so far as he has at present been able to consider the subject, he conceives that the only mode of taking a valid conveyance from the Bishop is by a scheme and Order in Council; and you will see that he refers, to the modern cases which hold that an incumbent cannot charge his benefice without violating the provisions of the 13th Elizabeth. The charges there declared illegal are a partial conveyance, or diverting of the incumbent's interest in the estates—a portion. The conveyance of the whole would be illegal, unless specially protected or taken out of the ordinary operation of the 13th Elizabeth. Such a protection is given by the scheme and Order in Council, and we do not see how such a mode of transfer to the Commissioners can be avoided. If the question rested solely between the Commissioners and the Bishop, the existing agreement might almost answer the purpose, but as it may probably be necessary to deal with the estate, the title would be imperfect in its present state, and could only be protected, according to Mr. Dugmore's view, in the mode pointed out by the 3 & 4 Vict. c. 113, s. 68, and 4 & 5 Vict. c. 39, s. 21.

Perhaps, as the point is of importance, not only in itself, but as a precedent for other cases, it may be desirable to have it worked out fully by Mr. Dugmore before any course is determined on. If so, we would appoint a conference with him, at which you could attend.

We are, &c.

(signed) *J. M. White* and *J. Murray*.

No. 46 *a*.

Opinion of Mr. *Dugmore*.

I am of opinion an Order of the Queen in Council will be the proper mode for effecting the transfer of the Bishop's interest to the Ecclesiastical Commissioners, pursuant to the accompanying agreement.

The doubt thrown upon that mode of proceeding, on the supposed ground "that the estates in question cannot, in consequence of the Order in Council, be considered as 'belonging to the see' in the words of the 3 & 4 Vict. c. 113, s. 68," appears to me of no substantial weight. The lands included in the arrangement, so far as regards the interest to be dealt with, do at present unquestionably belong to the see of Gloucester and Bristol. The Bishop, as Bishop, still possesses and might exercise the power of granting leases, and all other rights of ownership over the lands in question, as if there had been no such Act or Order in Council as those above referred to, which could not be the case were the lands not still belonging to the see.

I observe indeed that in the 21st section of the Act 4 & 5 Vict. c. 39, extending the powers of the 3 & 4 Vict. c. 113, s. 68, to the estates of deans and other minor dignitaries (which under the former Act will, without any conveyance, on the next avoidance accrue to the Commissioners) the words, "in the possession or enjoyment" of such deans, &c., are substituted for those of "belonging to the see of any bishop" in the former Act; but I do not think anything turns upon this variation of language, since, unless the above sections be understood as confined to estates "belonging" to deans and other minor dignitaries, in right of or as part of their deaneries, &c., it would include all estates in their possession or enjoyment, whether belonging to them as their own private property, or as trustees for others.

I take it to be clear, that any sale or other disposition made by the Bishop of his interest in the lands in question, otherwise than under the authority and for the purposes of the Ecclesiastical Commissioners' Acts, would be void even as against himself, and therefore the proper mode of effecting such a disposition

Horfield Estate.

as now contemplated, is, in my opinion, an Order in Council, according to the provisions of those Acts.

In my opinion, the Order in Council, vesting the interest of the Bishop in the Commissioners, would not be "a conveyance upon a sale," subject to the *ad-valorem* duty under the Stamp Act.

(signed) *William Dugmore.*

Lincoln's Inn, 9 May 1848.

Further Opinion.

The question now put to me whether the above arrangement can safely be carried out by a conveyance from the Bishop to the Commissioners without the authority of an Order in Council, is one of considerable difficulty, and involves the question of the power of a bishop to dispose of the possessions of his see.

There are several old authorities in favour of such right (*see* Notes to Co. Litt. 43 *a*, 45 *a*; Bac. Abr., Title, Leases). But these are, in my opinion, much shaken by the construction that has been put upon the Act 13 Eliz. c. 20, in regard to the charging of benefices, in *Shaw* v. *Pritchard*, 10 B. & C. 241, and other cases in which such charges have been held absolutely void, even as against the party creating them. I could not advise the Commissioners to rely upon the legal efficiency of such a conveyance, without an Order in Council, until I had given the subject further consideration, and satisfied my mind upon it better than the time afforded me at present allows.

Lincoln's Inn, 10 May 1848. (signed) *William Dugmore.*

No. 47.

Extract from Minutes of General Meeting, held 11 May 1848.

Read,—A report (No. 46, *antea*) from the solicitors, accompanied by the opinion of conveyancing counsel, that the conveyance of the Bishop of Gloucester and Bristol's interest in the Horfield estate, should be effected by means of a scheme and Order in Council.

Resolved, accordingly.

Confirmed 18 May 1848.

No. 48.

From Mr. *Good* to the Rev. *H. Richards.*

Sir, 5, Whitehall-place, 12 May 1848.

Having submitted to the Ecclesiastical Commissioners for England, the question raised in your note (No. 42, *antea*) whether some portion of the money about to be received by the Bishop of Gloucester and Bristol in respect of the Horfield estate, should not be appropriated for the benefit of the perpetual curacy of Horfield, I am directed to inform you that the Board do not feel themselves at liberty to interfere in the matter, and that your better course would be to apply to the Bishop himself.

(signed) For the secretary,
Wm. Good.

No. 49.

From the Rev. *H. Richards* to Mr. *Good.*

Sir,

I beg to acknowledge the receipt of yours of the 12th inst., in which you state, that you are directed by Mr. Murray to inform me that my letter of the 25th ult. having been laid before the Ecclesiastical Commissioners, they do not feel themselves at liberty to interfere in the matter therein referred to. I cannot

not help thinking that in the hurry in which I sent off my letter, not having even kept a copy of it) I was not sufficiently explicit in my request. It was not so much my wish that the Board should interfere as to the appropriation for the benefit of the perpetual curacy of Horfield, of a certain portion of the sum about to be paid to the Lord Bishop of Gloucester and Bristol for his interest in the Horfield manor estate, as that they should pause ere they did so, in order that an opportunity should be afforded me of laying before the Board, either at an interview, or by memorial, my views on the subject; this I did from the knowledge of certain facts which led me to believe that the Board had not the power of making out a good title to the tithes, for which (as I have since learnt from Dr. Shadwell) a sum of between 2,000 *l.* and 3,000 *l.* was about to be paid to the Bishop. As I am now placing in the hands of eminent counsel the various documents connected with such claim, in order that I may be guided solely by his judgment in so delicate a matter, I shall be obliged by Mr. Murray laying before the Board at their next meeting, this my respectful request, that they will not pay over to the Bishop that portion of the fine which has been awarded for his interest in the rentcharges till I have had an opportunity of placing before them the whole of the case, including the opinion of counsel. Horfield Estate.

I have, &c.

(signed) *Hy. Richards,*
Incumbent of Horfield.

Botanic Gardens, Oxford,
16 May 1848.

No. 50.

Extract from Minutes of General Meeting, held 18 May 1848.

Read,—A letter from the Rev. H. Richards, with a reference to his claim as vicar to the tithes of Horfield, and requesting that the Commissioners will suspend their payment to the Bishop of Gloucester and Bristol, of so much of the sum awarded in respect of his Lordship's interest in the Horfield estate as is proportionate to the value of the tithes, until the claim shall have been further investigated.

Ordered,—That a copy of this letter be sent to the Bishop.

No. 51.

From the Secretary to the Rev. *H. Richards.*

Sir, Whitehall-place, 19 May 1848.

Your letter of the 16th instant was yesterday laid before the Ecclesiastical Commissioners for England, and by their directions I have this day transmitted a copy of it to the Bishop of Gloucester and Bristol.

(signed) *C. K. Murray.*

No. 52.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, Whitehall-place, 19 May 1848.

By desire of the Commissioners, I send the copy of a letter (No. 49, *antea*) from the perpetual curate of Horfield, which was read at the Board held yesterday.

(signed) *C. K. Murray.*

Horfield Estate.

No. 53.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 23 May 1848.

I feel both surprise and regret at the letter of the Rev. H. Richards, a copy of which you have sent me by desire of the Ecclesiastical Commissioners.

For any person to interfere in a transaction with which he has no concern, by soliciting one party to suspend the execution of an engagement until he has consulted counsel upon a question of title which he imagines to be involved, is surely an instance of extraordinary presumption.

That it comes from a clergyman of my diocese, causes me much regret; while the time which was chosen for the attempt, the 26th of last month, gives rise to feelings still more painful.

I infer from the letter that my right to the impropriate tithes of Horfield is disputed; I reply that the ground of my claim is the same to this as to all the other endowments of my see; I mean the original grant at the foundation, and the continuous possession ever since, and I know of no better title.

As for evidence, I need only refer to the deed of endowment, and the fact that before the creation of the see, the impropriate tithes belonged to the Monastery of St. Augustine, Bristol, and that they have been all along received by lessees of the Bishop, who pay for them a reserved rent. The fact that at the present moment, and for I believe not less than half a century, Dr. Shadwell has enjoyed them in right of the see, is a sufficient testimony. I may add, that Mr. Richards himself, as landowner, pays them in part, which he would hardly do if he were sincere in believing the see not to possess the right.

A few years ago these tithes were commuted for a rentcharge. At that time there was no opposition set up, or insinuated, against the claim of the Bishop and his lessee as the tithe owners. The circumstances of this commutation are present to my memory from the violent disputes which then took place between Mr. Richards, who appeared as a landowner, and the agent who represented the interests of the Bishop and Dr. Shadwell, and the trouble which was caused to myself by my endeavours to allay their discord.

But upon what pretence can a demur exist in this matter? I have merely engaged to transfer to the Commissioners all the interest which I possess, or which I can ever legally claim as Bishop, to the property demised in the Horfield manor lease, except 100 *l.* of rentcharge: by this transaction no rights or legal claims of any other parties can possibly be affected. The Commissioners have a copy of the lease; I never attempted to analyze it, or to give any account of the relative value of its component parts; indeed, I expressly stated that I had never had the property valued.

Mr. Richards' statement as to the sum about to be paid to the Bishop for the tithes, I believe to be as erroneous in fact as it is irrelevant to the question. But there is another matter of much moment upon which I request a distinct answer. Is this interference the cause of the non-execution of the contract? If it be, I must seriously protest against the course adopted, and express my belief that neither the Board nor any individual member of the Board can approve it.

When Mr. Good was sent down by the Board with their ratification, in order to obtain my signature, I asked before executing the engagement, when the transaction was to be completed, and learned that it would be done in a few days. I also asked whether an Order in Council was required, and was told that it was deemed unnecessary, since the original Act of Parliament by which the Commission is constituted, empowers them "to take and purchase and hold lands, tenements and hereditaments to them, their successors, and assigns, for the purposes of this Act;" and that reason seemed satisfactory. But the contract not having been fulfilled at the time specified, my secretary inquired of you the reason about a fortnight ago, and he was informed that Mr. Dugmore's opinion had been asked, but not received, whether or not an Order in Council was required.

This answer is very unsatisfactory, both as being inconsistent with former information; and because had any doubt been entertained, it was easy and natural

natural to have taken a legal opinion two months ago when the treaty was agreed upon. Horfield Estate.

To wait for the result of Mr. Richards' consultations may be equivalent to postponement *sine die*. Relying upon the faith of the Commissioners, I have made promises and engagements, the fulfilment of which it would be the height of injustice to compel me to expose to hazard.

I am, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 54.

Extract from Minutes of General Meeting, held 25 May 1848.

The draft of a scheme (*vide* No. 65 *a*, *postea*,) for carrying into effect the agreement with the Bishop was then approved, subject to its perusal and settlement by the law officers to whom it was ordered to be transmitted forthwith.

Read,—A letter (No. 53, *antea*) from the Bishop of Gloucester and Bristol, containing remarks upon the letter of the Rev. Henry Richards respecting the title to the Horfield tithes, a copy of which was transmitted to the Bishop by order of the Board at the last meeting.

Ordered,—That the Secretary point out to Mr. Richards the serious inconvenience which must arise from a delayed settlement of the question raised by him, and that he be requested to furnish a copy of the endowment deed of the living of Horfield, and a statement of the grounds upon which he, as vicar, rests his claims to the tithes or glebe.

Ordered,—That an explanatory letter be also addressed to the Bishop of Gloucester and Bristol.

No. 55.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, Whitehall-place, 26 May 1848.

Your Lordship's letter of the 23d instant (No. 53, *antea*) was yesterday read to the Board.

Mr. Dugmore having expressed his opinion that the proper mode of completing the arrangement with your Lordship will be by scheme and Order in Council under the statute, the draft of a scheme for that purpose was at the same time laid before the Commissioners, and I received their instructions to submit it to the law officers of the Crown for approval, which I shall do immediately.

I was also directed to write to Mr. Richards, and I enclose a copy of the letter sent to him by this day's post. No delay has yet practically arisen from his communication, and the Commissioners trust that the point raised by him may be settled before the case shall be in other respects ripe for completion.

Mr. Richards' letter of the 29th April (No. 42, *antea*) did not touch upon the question opened by his letter of the 16th instant, (No. 49, *antea*) but related to a matter in which the Commissioners at once decided that they could not interfere; and therefore they did not trouble your Lordship upon that occasion.

It will be necessary that your Lordship should secure the prospective augmentation of 100*l.* a year to the perpetual curacy of Horfield, either before the sealing, or by an instrument bearing even date with the sealing of the scheem.

I send a letter (No. 44, *antea*) from this office, dated 6 May, which has been returned to me from the Dead Letter Office.

(signed) *C. K. Murray.*

Horfield Estate.

No. 56.

From the Secretary to the Queen's Advocate.

Sir, 5, Whitehall-place, 26 May 1848.

I am directed by the Ecclesiastical Commissioners for England to transmit to you the accompanying draft of a scheme (*vide* No. 65 *a*, *postea*,) proposed to be laid by them before Her Majesty in Council for ratifying and carrying into effect an agreement (No. 41, *antea*,) between them and the Bishop of Gloucester and Bristol, of which a copy also accompanies this letter, and I am to request that you will, with the assistance of Her Majesty's Attorney and Solicitor-general, at your own and their earliest convenience, peruse and settle the said draft, with a view to its being in proper shape for sealing by the Commissioners.

I send also a copy of the Order in Council (*vide* page 10), recited in the scheme.

(signed) *C. K. Murray.*

No. 57.

From the Secretary to the Rev. *H. Richards.*

Sir, 5, Whitehall-place, 26 May 1848.

I am directed by the Ecclesiastical Commissioners for England to point out to you the serious inconvenience which must arise from a delayed settlement of the question raised by you respecting the title of the Bishop of Gloucester and Bristol to the Horfield tithes; and to remind you that the whole burden of proof as against that title rests upon you.

The Commissioners request to be furnished at your earliest possible convenience, with a copy of the endowment of your living, if there be any such document, and with a statement of any other grounds upon which you rest your claim to tithes or glebe.

(signed) *C. K. Murray.*

No. 58.

From the Rev. *H. Richards* to the Secretary.

The Parsonage, Horfield, Bristol,

Sir, 29 May 1848.

I am sorry that, owing to my absence from home till late Saturday evening, I have not had a minute to reply to yours of the 26th instant till to-night. I find myself most unexpectedly deprived of the assistance of the professional gentleman on whom I relied for preparing my case for counsel. In consequence of this, and the inconvenience you state would arise from the delayed settlement of the question of the Bishop's right to the tithes of Horfield, I have decided on not proceeding further in the matter at present, or at least till I have received from the Ecclesiastical Commissioners their opinion on the case, which I consider gives me a claim to the whole or a portion of these tithes. In acting thus, I cannot but feel assured that they and the Lord Bishop will be satisfied that I am not captiously laying claim to what may justly be deemed as a fair and equitable, if not legal right.

One purpose in laying my claim before them will have been answered, even if they should not see fit now to accede to it, namely, the contingency of myself or my successor having to apply to the Commissioners hereafter, when the lease falls into their hands at the death of the present lessee, to re-annex to the living those tithes which appear to have belonged to it in the time of Edward the First. Although such an application on my part would chiefly be made on moral and equitable grounds, yet if it should then appear that there are legal ones in addition, I feel that I should have prejudiced the case had I laid myself open to the charge of having concealed them pending the completion of the arrangement which the Commissioners were making with the Bishop for the purchase of his interest

interest in the lease, in which is included the rentcharge; and they might then with justice say, "We have paid for these tithes to the Bishop, and cannot therefore be expected to refund them even though the living of Horfield is so poor." Under this view of the matter I enclose the statement I had hastily drawn up for a solicitor wherefrom he might prepare a case for counsel, feeling that confidence in the Board that they will give it every due consideration, and in forming their decision will look at it in all its bearings, moral as well as legal. I have underscored* the references which seem to me to furnish a presumption that the living of Horfield was at some period endowed with the vicarial tithes. Horfield Estate.

* Printed in *Italics*

There are other points on which I have not touched in the statements, and which it is with extreme reluctance I venture to speak of, and which if guided by my own feelings and judgment I should not bring before the Commissioners; I mean the long period I have laboured in this and the adjoining parish of Stapleton. In a few months I shall have completed a quarter of a century's service under the Bishops of Gloucester and Bristol; four years as curate of Stapleton, the remainder of the time in this parish; the average amount of my annual receipts may be fairly stated at 81 *l.*, not the interest on the money I have laid out on the improvement of the living, &c. Out of this 81 *l.*, besides having frequently had to pay an assistant, I have, at my own cost, supported a weekly and Sunday-school, and as far as possible attended to the other calls of charity, which, as being the greater part of that time the only resident gentleman, were entailed on me. Besides this, I have laid out in the improvement of the parsonage, the erection of school-rooms, and a schoolmistress's house, between 1,000 *l.* and 2,000 *l.* In the year 1836, owing to the church being very dilapidated and too small to accommodate the parishioners, I undertook the responsibility of rebuilding and enlarging it; and last year when the barracks were completed (the Government having refused to erect or contribute to the erection of a church or chapel for the troops), I again took on myself the whole responsibility of rebuilding and enlarging it so as to accommodate the military.

I remain, &c.
(signed) *H. Richards.*

I shall hope to send a copy of this as soon as possible to the Bishop, together with one of the enclosures.

No. 58 *a.*

The benefice of Horfield, formerly a chapel attached to the vicarage of Almondsbury, belonged to the Abbot of St. Augustines, Bristol, as appears by a document in the Registry Court of Worcester, dated 1473. At the Reformation, the rectory, vicarage, manor, tithes, and all the lands in the parish, together with six copyhold estates in the adjoining parish of Filton, were attached to the see of Bristol, and have from that time to the present been granted on leases for three lives, in three separate estates, to two different families. The fee simple of one estate (called the Horfield Court estate) was sold to the lessee, J. Maskelyne, Esq., a few years since, and the proceeds of the sale laid out on the new palace at Stapleton; the other two estates are at present held by Dr. Shadwell, having been in his family (in the male or female line) from the period of the Reformation. This estate consists of the manor, advowson, tithes, &c., about 900 acres of land at Horfield, a few acres at Westbury, and six copyhold estates at Filton, and is held on the life of Dr. Shadwell, a very aged man. It has lately been sold by the Bishop to the Ecclesiastical Commissioners, his Lordship having previously refused to renew with Dr. Shadwell. In the sum received by the Bishop is included, as stated by Dr. S., between 2,000 *l.* and 3,000 *l.* for his interest in the rentcharge arising from the said lands. The living of Horfield is now held by the Rev. Henry Richards, who was presented to it by the present lessee. The value of the living seems to have fluctuated very much, as appears by documents in the possession of the said H. R., and seems at some time or other to have been deprived of its just emoluments. *By a record of legal authority in the reign of Edward the First*, it was considered to be worth yearly, 3 *l.* 6 *s.* 8 *d.*, and by *another record in the time of Edward the Third, referring to and explaining the former, it appears that in the sum of* 3 *l.* 6 *s.* 8 *d.*, *were included all titheable articles.* In some documents it is described as a chapelry, in others as a vicarage: Pope Nicholas' taxation made in the year 1261, temp. Edward the First, it is described, the chapel of Horfield, 3 *l.* 6 *s.* 8 *d.*, the tenth 6 *s.* 8 *d.*; the Abbot of St. Augustine of Bristol, hath in the marsh one croft, and it is worth 10 *s.*; also he hath at Horfield three carucates and a half,

Horfield Estate.

half, and the carucate is worth 20 *s.*, and of rents of assize 28 *s.* Return of the parish in the *inquisitions of ninth* Edward the Third, is thus: *The chapelry of Horfield, the value of the ninth sheaf, fleece and lamb, of the chapel of Horfield, taxed at five marks, is worth* 45 *s.* 3 *d., and less than* taxation, because the *land annexed* to the same chapel, *the tithe of hay*, with the oblations, obventions, and *small tithes*, are taxed at 21 *s.* 3 *d.* Sir Robert Atkyns, tem. Queen Anne, says it is worth 6 *s.* yearly to the curate; an old manuscript (written tem. Car. the Second) in the British Museum, says its value is 4 *l.*; Bacon's Liber. Regis. sets down the value at 8 *l.*; Mr. Willis at 6 *l.*, and in another document written by Mr. Mosley, Vicar of Almondsbury (a living now held by the Bishop of Bristol) it appears that he served it once a fortnight, it having previously been served but once a month), and received as a right for his services, the surplus arising from the rectory of Elberton (after deducting the chief rent, taxes to the King and poor, reparation of the parsonage room and chancel); a lease of the said rectory for certain lives having been granted by Bishop Hall, for the purpose of paying a minister for preaching at Horfield. Shortly after this, in order that the service might be once a fortnight, Bishop Hall and the lessee of the Horfield Court estate, gave each 50 *l.*, and the parish, with other individuals, 100 *l.*, to which Queen Anne's bounty added 200 *l.* more, and with this sum an estate was purchased at Olveston in 1720; (it may not be unimportant to remark, that this is the earliest endowment from which; the living is now reaping any benefit). In 1775 and 1789, two additional benefactions amounting to 400 *l.* more, were given, and with this sum another estate was purchased at Olveston, in the year 1799. In 1810, the living was further increased by a benefaction of 400 *l.* from Bishop Newton's Fund, and 600 *l.* from Q. A. B. In 1823 or 1824, a special sum was raised for the erection of a parsonage house, Bishop Kay giving 600 *l.* from Bishop Newton's Fund for the object, and the lessee of the Horfield manor, 50 *l.* In 1832, Bishop Gray gave 100 *l.* to the present incumbent from Bishop Newton's Fund, and several times stated to him that if he renewed the lease of the manor estate, he should in such renewal exempt the tithes, in order that they might be restored to the living. For many years up to the time of the present incumbent succeeding to the living, the Bishops of Bristol and their two lessees were in the habit of giving 5 *l.* each annually, supposed to be in lieu of tithes, but Mr. R. not being aware of this, did not claim it for some years after, and in consequence lost it, Bishop Allen having given it but once, and the present Bishop never having given anything, though Bishop Kay paid it up to the period of his translation to Lincoln. The church appears to have been served once a week for the 1st time in 1810, when the living was increased by the 1,000 *l.* grants; on the present incumbent succeeding to the living, he gave two full services; from that time, the Bishops and their lessees have ceased to contribute anything except Dr. Shadwell, who gave 3 *l.* 3 *s.* annually at Easter, for three or four years, but ceased to do so at the death of his brother, who was his agent at Bristol. Under all the circumstances above referred to, it is submitted that there was at some time or other either some tithes, or portions of tithes, great or small, or else some annual stipend belonging to the curate, issuable out of the lands or tithes of the Horfield manor; for the impropriator, or his lessee, is bound to make competent provision for the curate, who actually officiates (Burn, ss. 87–8.) Since then, it is clear, that whatever endowment there was prior to the gifts of certain individuals, and the grant by Q. A. B. in 1708, from whomsoever paid, and which belonged formerly to the officiating clergyman, has been lost, and through length of time, is not known, and therefore not easily recoverable, but is sunk into the pocket of the impropriator. May it not seem reasonable that they who enjoy all the tithes, or portions of tithes, without any stipend or salary issuable out of them to the minister, shall be with justice called upon to make some provision for the minister?

It may be as well to state, that in a terrier in which the value of the tithes and estates are stated in the year 1797, preparatory to a renewal of the lease, the tithes are put down at 27 *l.*, and it was not till about the year 1826, that the copyholders were called upon to pay any tithes when the lord farmer, Dr. Shadwell, successfully contested his right, without the parties going into court. At the time they were commuted about five years since, the steward claimed an exemption for one or two estates, but afterwards gave way.

No. 59.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

13, Dean's Yard, Westminster,
Sir, 31 May 1848.

The Rev. H. Richards, incumbent of Horfield, has sent me a copy of the statement which he has made to the Commissioners regarding the tithes of Horfield.

I see nothing in Mr. Richards' paper which at all shakes or militates against the letter which I last addressed to the Commissioners on this subject. Indeed all the facts which he states tend to confirm the claim of my see to this property. On this head, therefore, I find no matter for argument. But I must advert to a mention of myself, made in a tone and spirit which I should be sorry to characterize.

In speaking of certain Bishops having formerly allowed the perpetual curate 5*l.* a year, he says, "The present Bishop has never given anything." Of all the episcopal payments which I found established at Bristol I never reduced one; I increased some and added many new ones; but I certainly never thought that a trivial benefaction of that kind would have been acceptable or agreeable to an incumbent who is in possession of a considerable private fortune. At the time when he states that such an allowance was made to him, he had certainly not the preferment which he now has, and perhaps not the opulence.

A candid person would not have said "The present Bishop has never given anything;" he knows that I have made him three several donations for the improvement of the church of Horfield, amounting together, I believe, to more than 5*l.* a year, which I should have thought more agreeable to the feelings of an opulent incumbent than a small eleemosynary allowance.

I never made it a secret that I intended, in case I ever renewed the lease, to provide for the augmentation of the benefice.

Begging that you will lay this letter before the Board,

I remain, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 60.

From the Secretary to the Rev. *H. Richards.*

Dear Sir, 5, Whitehall-place, 3 June 1848.

I should be much obliged if you will forward to me, at your earliest convenience, a copy of the document in the Registry Court at Worcester, dated 1473, respecting the benefice of Horfield referred to in your letter of the 29th ultimo.

(signed) *C. K. Murray.*

No. 61.

From Rev. *H. Richards* to the Secretary.

Dear Sir, Horfield, Bristol, 4 June 1848.

I have much pleasure in sending you the document which shows that Horfield was a chapel to Almondsbury, and as my wish is that nothing should be concealed from the Bishop or the Ecclesiastical Commissioners, I shall have much pleasure in furnishing them with any other documents on which I have grounded my case. I feel assured that they will take no undue advantage of such an act on my part, should the whole matter at some future time come before a court of law, and I have that confidence in them, that I cannot think but they would (if they saw my claim to be a just one) accede to it.

I remain, &c.
(signed) *H. Richards.*

Memorandum.—The document referred to in the foregoing letter was returned to Mr. Richards 17th June 1848.

Horfield Estate.

No. 62.

From Mr. *Good* to the Rev. *H. Richards.*

Sir, 5, Whitehall-place, 6 June 1848.

In Mr. Murray's absence, I have the honor to acknowledge the receipt of your letter of the 4th instant, enclosing an extract from the Consistory Court of Worcester, respecting the "Horfield" property.

This document appears to be a composition between the abbey of St. Augustine and the rector of Almondsbury for the tithes of the abbey lands, called "Brewesholde," within the chapelry of Horfield, but has no relation to any other portion of the tithes of Horfield. It therefore leads to the inference that at the period of 1473, all the other tithes of Horfield were vested in the rector, and that they must have been appropriated to the abbey at a subsequent period by an instrument which will probably be found in the Worcester Register.

In case you should possess any other documents or particulars upon this point, it is desirable that they should be submitted to the Board when the subject is under consideration on Thursday next.

(signed) *Wm. Good.*

No. 63.

Extract from Minutes of General Meeting, held 8 June 1848.

Read,—A further statement (No. 58, *antea*) from the Rev. Henry Richards, respecting the Horfield tithes, dated 29th, and a letter (No. 59, *antea*) thereon from the Bishop of Gloucester and Bristol of the 31st ultimo.

Resolved,—That the Board do not find in the statements of Mr. Richards any sufficient ground for delaying the completion of the arrangement agreed to be entered into with the Bishop.

Confirmed 22 June 1848.

No. 64.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, 5, Whitehall-place, 9 June 1848.

Your Lordship's letter of the 31st ultimo, respecting the tithes of Horfield was laid before the Ecclesiastical Commissioners for England at their meeting yesterday, together with further statements from Mr. Richards upon the same subject, when it was determined, subject of course to confirmation at the next Board, that no reason existed for delaying the completion of the arrangement with your Lordship.

As soon therefore as I receive the draft scheme from the law officers the case will proceed.

(signed) *C. K. Murray.*

No. 65.

From the Law Officers to the Secretary.

Sir, Doctors Commons, 24 June 1848.

We are honored with your letter of the 26th ultimo (No. 56, *antea*), stating that you were directed by the Ecclesiastical Commissioners for England, to transmit to us the accompanying draft of a scheme proposed to be laid by them before Her Majesty in Council, for ratifying and carrying into effect an agreement between them and the Bishop of Gloucester and Bristol, of which a copy accompanied

accompanied your letter; and that you were to request that we would peruse and settle the said draft with a view to its being in proper shape for sealing by the Commissioners. Horfield Estate.

In obedience to the directions above contained, we have perused and considered the draft of the proposed scheme, and have the honor to report that as it appears to us that the statutes therein referred to do not authorize carrying the same into effect, we take leave to return it herewith.

We have, &c.
(signed) *Hodson.*
John Jervis.
John Romilly.

No 65 *a.*

To the Queen's Most Excellent Majesty in Council.

We, the Ecclesiastical Commissioners for England, in pursuance of an Act passed in the Session of Parliament held in the sixth and seventh years of the reign of his late Majesty, intituled "An Act for carrying into effect the Reports of the Commissioners appointed to consider the state of the Established Church in England and Wales, with reference to Ecclesiastical Duties and Revenues, so far as they relate to Episcopal Dioceses, Revenues, and Patronage;" and of another Act, passed in the Session of Parliament held in the third and fourth years of Your Majesty's reign, intituled "An Act to carry into effect, with certain modifications, the fourth Report of the Commissioners of Ecclesiastical Duties and Revenues;" and of another Act, passed in the Session of Parliament held in the fourth and fifth years of Your Majesty's reign, intituled "An Act to explain and amend two several Acts relating to the Ecclesiastical Commissioners for England," have prepared, and now humbly lay before Your Majesty in Council the following scheme for making an arrangement respecting certain property belonging to the Bishop of Gloucester and Bristol:

Whereas it was enacted by the second and thirdly recited Act that, by the joint authority therein provided (namely, by a scheme proposed by us, and an Order of Your Majesty in Council), and for the purpose of fully carrying into effect any of the provisions of any of the before-mentioned Acts, any arrangement might from time to time be made with the consent in writing under the corporate seal of any bishop, for the sale, transfer, or exchange of any lands, tithes, or other hereditaments belonging to the see of such bishop, or for the purchase of other lands, tithes, or hereditaments in lieu thereof, or for substituting in any case any lands, tithes, or other hereditaments, for any money payment, or any money payment for any lands, tithes, or other hereditaments:

And whereas it was further enacted by the said secondly recited Act, that nothing therein, or in the said first recited Act contained, should be construed to prejudice or affect any of the provisions of an Act passed in the second year of the reign of his late Majesty King William the Fourth, intituled "An Act to extend the Provisions of an Act passed in the twenty-ninth year of the reign of his Majesty King Charles the Second, intituled 'An Act for confirming and perpetuating Augmentations made by Ecclesiastical Persons to Small Vicarages and Curacies, and for other purposes,'" or of the Act therein recited; provided nevertheless, that after the passing of the Act now in recital, no augmentation made under such provisions, by any bishop or by any chapter whose revenues are affected by the same Act, or the said first recited Act, should be valid and effectual without our consent:

And whereas the revenues of the See of Gloucester and Bristol are affected by the said first recited Act:

And whereas by an Order of Your Majesty in Council, bearing date the 17th day of June in the year 1847 (*vide* page 10), duly made and gazetted, ratifying a scheme prepared by us, it was provided that immediately upon and from the next avoidance of the said See of Gloucester and Bristol, the lands, tithes, tenements, and hereditaments described in the Schedule to the said scheme annexed,

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annexed, should become and be subtracted and dissevered from the said see, and transferred to and absolutely vested in us for the purposes of the said first recited Act:

And whereas one only of the three lives originally named in the lease mentioned in the said scheme of the said tithes, tenements, and hereditaments, is now remaining, the two other lives having long since dropped:

And whereas an agreement in writing, bearing date the 18th day of April last (No. 41, *antea*) has been duly entered into between us and the Right Rev. James Henry Bishop of Gloucester and Bristol, a copy of which agreement is annexed to this scheme by way of schedule thereto:

And whereas in part performance of the said agreement, the said James Henry Bishop of Gloucester and Bristol has, by a proper instrument bearing (even date) with this scheme, or (as the case may be) bearing date the day of, &c., with our consent as required, by the said secondly recited Act, duly charged the tithes or tithe commutation rentcharge in the schedule to the said scheme, and in the said agreement mentioned, with the payment to the perpetual curacy of Horfield of 100*l.* per annum for ever, by way of augmentation of the said perpetual curacy to take effect upon the event in the said agreement specified:

We, therefore, with the consent of the said James Henry Bishop of Gloucester and Bristol, testified by his having hereunto set his corporate seal, humbly recommend and propose that the said agreement and every part thereof shall be and be deemed to be valid in the law, and binding upon the said Bishop and upon us, and that without any conveyance or assurance in the law other than this scheme, and any duly gazetted Order of Your Majesty in Council ratifying the same, and upon and from the day of such gazetting the said lands, tithes, tenements, and hereditaments so described in the said Schedule annexed to the scheme aforesaid, and notwithstanding anything therein contained, together with all the estate, right, title, and interest of the said Bishop therein and thereto, shall be and be held to be for the consideration hereinafter mentioned, transferred and conveyed by and from the said James Henry Bishop of Gloucester and Bristol to us, and shall thereupon become and be absolutely vested in us for the purposes of the said first recited Act, but subject to the charge by way of augmentation of the said perpetual curacy of Horfield, when and so soon as the same shall take effect, and subject in the meantime and for the period hereinafter specified to the annuity to the said Bishop hereinafter mentioned; and that in consideration of, and for such immediate transfer and conveyance, and for such the said Bishop's interest, there shall be paid by us to the said James Henry Bishop of Gloucester and Bristol, out of any monies in our hands applicable to the purposes of the said first recited Act, on the day next after the day of the gazetting of such Order of Your Majesty in Council as aforesaid the sum of 11,587*l.* sterling; and also that there shall be paid by us to the said Bishop, out of any like monies, from the day of the death of the so now remaining life named in the lease hereinbefore mentioned, and during the whole remainder of the incumbency of the said Bishop in the same see, unless the aforesaid augmentation of the said perpetual curacy shall sooner take effect, whereupon the same shall cease and determine, the fixed annuity of 100*l.*, by equal half-yearly payments, on the 1st day of February and the 1st day of August in each year, a proportionate part only of the first and last, such half-yearly payment being payable to the said Bishop, if the commencement or termination, as the case may be, of the said annuity shall happen on any other than one of such specified days of payment.

All which we humbly recommend and propose to Your Majesty in Council.

In witness whereof we have hereunto set our common seal, the day of in the year 1848.

No. 66.

From Messrs. *White* and *Murray* to the Secretary.

Dear Sir, 7, Whitehall-place, 29 June 1848.

1. In pursuance of the instructions which you gave at our conference yesterday upon the subject of this scheme, and of the report thereon of the law officers, under date of the 24th instant, we waited on the Queen's Advocate, and subsequently, both yesterday and this morning on the Solicitor-general, requesting to know on what specific grounds they stated that "the statutes referred to in the scheme, do not authorize the carrying the same into effect."

2. The Solicitor-general desired to refer to some notes he had made on the scheme, but had been unable to turn to them owing to pressing engagements in the Court of Chancery; but he stated that to the best of his recollection, they considered the scheme deficient, as it did not set forth that steps had been taken to ascertain that the consideration to be paid to the Bishop was of a proper amount, nor the circumstances under which the contract was made. This latter point appeared in the conference to be whether there were a pending offer of renewal from the lessee, but the Solicitor-general stated that without reference to his notes, he could not distinctly set forth the exact grounds of the conclusion they had come to.

3. We suggested the insertion of the paragraph which you dictated, stating that the Commissioners had satisfied themselves on the question of notice, and informed the Solicitor-general that in former cases the law officers had been satisfied with such a recital in the scheme, and the Solicitor-general remarked, that unless some information and evidence of the kind were laid before them, they could scarcely be said to have materials on which to form a judgment at all.

4. We endeavoured to see the Attorney-general, but his engagements in Court and elsewhere have prevented our doing so at present. Unless we hear from you to the contrary, we shall continue our endeavours to obtain an interview, and ascertain his views; for at present it certainly does not appear to us that the reasons assigned take the scheme out of the operation of the existing statutes, or referred to in the scheme. But we mention this with great diffidence, as it is at variance with the report of the law officers of the Crown.

We are, &c.
(signed) *J. M. White* and *J. Murray.*

No. 67.

Extract from Minutes of General Meeting, held 29 June 1848.

Read,—An opinion from the law officers that the statutes do not authorize the scheme relating to the "Horfield Estate," and a letter from the solicitors thereon.

Ordered,—That the solicitors be instructed to communicate with the law officers and obtain from them the grounds of their opinion, giving such explanations upon the whole case as may be required.

No. 68.

From the Secretary to Messrs. *White* and *Murray*.

Dear Sirs, 5, Whitehall-place, 30 June 1848.

I am directed by the Ecclesiastical Commissioners for England to transmit to you the accompanying report from the law officers respecting this scheme, and to request that you will confer with them again upon the subject.

I enclose the schemes also.

(signed) *C. K. Murray.*

Horfield Estate.

No. 69.

EXTRACT from Minutes of General Meeting, held 13 July 1848.

THE Bishop of Gloucester and Bristol having pressed the Board to an early settlement of the pending negotiation concerning the Horfield estate, and expressed his desire to be set free from his agreement unless it can be speedily arranged, it was after full discussion and reference to the secretary,

Resolved,—That the Bishop of Gloucester and Bristol having been under no obligation, legal or equitable, to deal with the Horfield estate otherwise than with any other estate of his see, and having made with regard to it liberal offers to the Board, the Board are anxious to avoid all needless delay in bringing the negotiation to a close, and desire their secretary to communicate this wish to the law officers of the Crown.

Confirmed 20 July 1848.

No. 70.

LETTER from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Dean's-yard, Westminster, 15 July 1848.

(Extract.)

THE Bishop desires to have a copy of the agreement (No. 41, *antea*) between the Ecclesiastical Commissioners and himself, signed in April last. He wishes to have this as soon as convenient, as he is to leave town on Monday next the 17th, in the middle of the day.

No. 71.

FROM Mr. *Good* to the Bishop of *Gloucester* and *Bristol*.

My Lord, 5, Whitehall-place, 17 July, 1848.

I HAVE the honour to transmit a copy of the agreement (No. 41, *antea*) between your Lordship and the Ecclesiastical Commissioners respecting the Horfield estate.

(signed) *Wm. Good.*

No. 72.

FROM the Secretary to the Law Officers.

Gentlemen, 5, Whitehall-place, 21 July 1848.

I HAVE the honour to transmit to you the accompanying copy of a resolution (No. 69, *antea*) passed by the Ecclesiastical Commissioners for England, relating to the Horfield estate scheme.

(signed) *C. K. Murray.*

No. 73.

FROM Messrs. *White* and *Murray* to the Secretary.

Dear Sir, 7, Whitehall-place, 25 July 1848.

1. WE beg to refer to you, that after several postponements the conference which we were instructed to seek with the law officers only took place to-day. They stated that they would give their reasons, on having a case with queries submitted to them, in the usual way.

2. We

2. We explained that with a view to this, it would be necessary for us to know the points on which they had come to the conclusion that this case was not within the powers and jurisdiction of the Ecclesiastical Commissioners. After much discussion we ascertained that their opinion rested on several grounds, involving very material points affecting the powers and duties of the Commissioners. Horfield Estate.

3. The first of these was, that although the 3 & 4 Vict. c. 113, s. 68, gave power to commute any lands, tenements, and hereditaments for a money payment, and the 4 & 5 Vict. c. 39, s. 21, the converse of this, it did not extend to the contingent interest of filling in lives after present lives have dropt. And it seemed as if the opinion was that no contingent reversionary interest whatever could be dealt with.

4. The next point was, that by the operation of the Order in Council of the 17th June 1847, the estate passed to the Commissioners subject only to the lease of 1817, and from the wording and tenor of this Order in Council, it was to be inferred that the Bishop could not renew, but could only lease for his own life or incumbency.

5. And this raised the further point, that the united see was virtually under the Acts for regulating the incomes of the Bishops, and looking at the same Order in Council which charges the see with 700*l.* per annum, and severs Horfield from it in the condition in which it then was, the law officers seem to think that whatever might be the power of leasing originally reserved to the Bishop by the Order in Council of the 5th October 1836, the subject-matter of the lease would only be for his life or incumbency. The effect of this view would be that the estate belongs to the Commissioners, subject only to the enjoyment of it by his Lordship so long as he should live, and be Bishop of Gloucester and Bristol.

6. The above are as near as may be the points raised during this consultation, and we request that you will obtain the sanction of the Board to our putting them in the form of a case as requested by the law officers, in order that as little further delay as possible may take place in obtaining their written opinion upon them.

We are, &c.
(signed) *J. M. White* and *J. Murray.*

No. 74.

Extract from Minutes of General Meeting, held 27 July 1848.

Read,—A report from the solicitors, dated the 25th instant, respecting the Horfield estate.

Ordered,—That a case be prepared by the solicitors for the opinion of the law officers upon the question raised in the report, and that the estates committee be summoned for Saturday next at 12 o'clock, to settle the draft case.

That a copy of the solicitors' report be sent to the Bishop of Gloucester and Bristol, with an intimation that his Lordship is at liberty to attend the committee.

Confirmed 3 August 1848.

No. 75.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

5, Whitehall-place, 27 July 1848.

Mr. Murray has the honour, by the desire of the Commissioners, to transmit to the Bishop of Gloucester and Bristol, the accompanying copy of a report (No. 73, *antea*) from the solicitors, which was laid before the Board to-day,

 respecting

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respecting the Horfield commutation, and to acquaint his Lordship that the solicitors have received instructions to prepare the draft of the case, as required by the law officers, and to submit it to the estates committee on Saturday next, at 12 o'clock, when they will meet for the purpose of considering and settling such draft.

Mr. Murray is at the same time directed to remind his Lordship that the committee will be open to his attendance if he should desire to be present.

No. 76.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 28 July 1848.

I have only to request, in reply to your letter of July 27, that you will lay the accompanying remarks before the estates committee to-morrow, and also before the Board at its first meeting.

Yours, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 76 *a.*

From the Bishop of *Gloucester* and *Bristol.*

The letter of Messrs. White and Murray to the secretary, containing some notions expressed by the law officers of the Crown, regarding the agreement concluded between the Ecclesiastical Commissioners and myself for the conveyance of my interest in the estate of Horfield manor, comprises matter so extraordinary, and so injurious to myself in particular, that I cannot help regretting the necessity of replying to it by return of post, in order that my remarks may be laid before the estates committee, which is fixed for to-morrow. It does seem a hardship, that the first intimation of opinions tending to annul an agreement regularly concluded more than three months ago, should be made under circumstances which preclude me from taking advice, or even making search for authorities.

To the first objection, touching contingent reversionary interests, I can only say that it is a distinction the force of which I do not comprehend. The right for which compensation was to be given was the whole right possessed, or which could be possessed, during the incumbency. If there be any technical objection to such a transaction, I can only remark that it vitiates the purchases already made by the Commissioners of certain prebendal rights and properties, confirmed by Orders in Council. By parity of reasoning, either those orders are entirely and *ab initio* invalid, or the prebendaries will still have the power of putting in new lives after the decease of the existing ones.

But in the present case that point is of little moment, since the next objection tends to deprive me altogether of the estate, with the exception of a privilege which is in fact nugatory, of leasing it for the time of my own incumbency. It is not denied that upon the union of the sees of Gloucester and Bristol, and until June 1847, I had the same full and perfect power of leasing and renewing the lease of the Horfield estate, as any Bishop of England and Wales has of demising his property; such power being fully and expressly given to me by the Act of Parliament 6 & 7 Will. 4, c. 77, and by the Order in Council of 5th October 1836. But it is now suggested that this power was taken away by the Order in Council of 17th June 1847. To this interpretation I would oppose, first, the principles of natural justice; it would be an *ex post facto* law. 2dly. The opinion of the Ecclesiastical Commissioners, the authors of the scheme, declared on various occasions, and particularly on concluding the engagement for the purchase of my interest. 3dly. The positive enactment that the schemes of the Commissioners shall not contain matter "substantially repugnant" to former schemes.

According

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According to the invariable practice of the Board of Privy Council, the consent of the party affected by any of the Orders in Council is required before the scheme is presented for ratification, which consent is expressed under his hand and seal. Now the Order for Horfield to go to the Commissioners after my incumbency had not my consent; consequently it cannot, upon any principle of law or equity or common sense, take away from me any of the rights, powers, and privileges which I possessed before it passed.

In the Ecclesiastical Commission are included the highest personages in the Government, the heads of the courts of equity, of the common and the civil law, and all the prelates, as well as several other persons much versed in public business. Did any one of these individuals ever hold such an opinion as that now brought forward in Messrs. White and Murray's report? Or would any one of them have agreed to that measure had he thought it would inflict such palpable injustice on an individual?

It is well known to those who were Commissioners at the time, that I was far from seeking the union of the sees in my person; that I was conscious of the vast increase of labour and expense which it would carry with it; and that I was induced to acquiesce only from the impossibility of the see of Ripon being founded without that consent.

But I was assured upon authority that I should not thereby forfeit the privileges which I possessed, of being untouched by the restraining provisions of the 6 & 7 Will. 4, c. 77. This point was deemed a proper question to be laid before the law officers of the Crown, whose opinion, which is to be found in the office, decided that in accepting the addition of Bristol I should not be affected by those enactments. This fact is my reply to the next opinion mentioned by the solicitors, "That the see is virtually under the Acts for regulating the incomes of the Bishops." Considering that from the opinion of the law officers there is no appeal, it would be the heighth of injustice if the determination of one set of officers could be reversed by their successors, to the injury, and perhaps to the ruin, of those who acted and relied upon the first decision.

Messrs. White and Murray remark, justly enough, that this matter "involves very material points affecting the powers and duties of the Commissioners." It must not be supposed that it will be confined to the injury of one individual. Let the doctrine be once admitted, and the Commissioners (or five of them) may, without even a notice to the person affected, take away any of the estates of any Archbishop or Bishop at a blow, for the power reserved to him of giving a lease to last his own incumbency is absolutely worthless. The powers of the Board will, it is true, be greatly increased thereby; but the Episcopal Commissioners will have cause to rue the day when they acquiesce in such a doctrine.

Nothing in my life has wounded my feelings so much as this attempt to cancel the contract, and to take away from me this property. I have borne, and I can bear, with equanimity and disdain pecuniary losses which affect myself; but there is in this case something more. My motive for offering to sell my interest to the Commissioners was principally a desire to effect a great benefit to any small livings. When the contract was executed, and I was assured that the money would be paid in a few days, I signified my intention to my diocese, and have received the warmest acknowledgments for the benefit. To be disappointed under such circumstances is painful to my feelings, in a degree with which no worldly loss can be compared.

These remarks are necessarily written in haste; I must nevertheless request that they may be annexed to the case which the Commissioners have ordered to be submitted to the law officers of the Crown.

(signed) *J. H. Gloucester* and *Bristol.*

Stapleton, 28 July 1848.

Horfield Estate.

No. 77.

From the Secretary to the Bishop of *Oxford*.

My dear Lord, 5, Whitehall-place, 28 July 1848.

It occurs to me that I had better mention the main object of the estates committee meeting to-morrow at 12.

The law officers have required a case to be stated respecting the Horfield affair, in order that some nice and difficult points of law arising upon it may be clearly put and deliberately considered.

The solicitors are therefore instructed to prepare a draft case, and the committee are to meet specially for the purpose of settling it.

(signed) *C. K. Murray.*

No. 78.

Extract from Report of Estates Committee, held 29 and 31 July 1848.

Pursuant to instructions from the last meeting, the committee have settled the draft case (No. 80 *a*, *postea*) respecting the Horfield estate, and instructed the solicitors to obtain the opinion of the law officers thereon with all possible expedition.

Confirmed 3 August 1848.

No. 79.

From the Secretary to *J. M. White*, Esq.

Dear Sir, 5, Whitehall-place, 1 August 1848.

I enclose a copy of the Bishop of Gloucester and Bristol's statement (No. 76, *antea*) respecting the Horfield estate, and have to request that it may accompany the case about to be laid before the law officers.

(signed) *C. K. M.*

No. 80.

From *J. M. White*, Esq., to the Secretary.

Dear Sir, 7, Whitehall-place, 18 August 1848.

I transmit you herewith the Horfield case and opinion which has been just received after a long conference of the law officers.

I am, &c.

(signed) *John Meadows White.*

No. 80 *a*.

Case submitted to the Law Officers, and their Opinion thereon.

The Ecclesiastical Commissioners having understood, through a report of their solicitors, that in order to enable the law officers of the Crown to state the reasons which had led to their opinion that this case was not within the jurisdiction of the Commissioners, it was necessary that the points should be laid before them in writing, have instructed the solicitors to prepare a case for that purpose.

In order to bring every point under notice, it is proposed, first, to state the title and interest of the Bishop of Gloucester and Bristol to the Horfield estate; next the reasons which have induced the Commissioners to agree for its purchase. And lastly, the powers which they conceive they possess for carrying out

out its object. The objections as understood to be raised by the law officers will then be considered, and such queries submitted as will leave no point which occurs to the Commissioners as calling for solution unnoticed. Horfield Estate.

First. As to the title and interest of the Bishop of Gloucester and Bristol in the Horfield estate.

Previously to the union of the two sees, which was effected by Order in Council 5th October 1836, (*vide* page 3) this estate formed part of the possessions of the see of Bristol. By this Order the sees were united, and the possessions of the see of Bristol transferred to the united see, the power of leasing being expressly secured to the Bishop. The following is an extract from this order:

> "And we further recommend and propose that the sees of Gloucester and Bristol shall be forthwith permanently united, and shall, when so united, be and be called and known by the name of the see of Gloucester and Bristol, and that the said James Henry now Bishop of Gloucester, shall be the Bishop of the said see of Gloucester and Bristol, and shall become absolutely confirmed in the said bishoprick, and *ipso facto* seised and possessed of all the property, revenues, advowsons, and patronage now belonging to the said see of Bristol, and of all the episcopal jurisdiction, power, and authority heretofore possessed and exercised by the Bishops of Bristol, excepting so far as relates to the said county and archdeaconry of Dorset, without any other act, deed, form, or proceeding whatsoever, other than such order or orders as it may please your Majesty in Council to make and issue in pursuance of this scheme, and under the authority of the said Act.
>
> "And we further recommend and propose that the said Bishop and his successors Bishops of Gloucester and Bristol, shall be one body corporate, by the name of the Bishop of Gloucester and Bristol, and by that name shall have perpetual succession and a common seal, and that he and his successors shall and may by that name sue and be sued, and shall and may take and hold all lands, tithes, advowsons, tenements, and hereditaments now held by the said James Henry as Bishop of Gloucester, or so transferred as aforesaid, or which may be given or granted to him or them by your Majesty, your heirs and successors, or by any other person or persons whatsoever, and may give or grant the same and make leases, and enjoy and do all other rights and acts in respect of the same in as full and perfect a manner as other Bishops of England and Wales, but no otherwise."

At the period of the union the Horfield estate was held by the party now in possession under a lease, dated 4th February 1817, granted to George Lempriere, for three lives, of whom only one life, now 85 and upwards survived. The Bishop up to the 17th June 1847, had not renewed this lease or dealt with it in any way, either by agreement to renew or not to renew, so that when an inquiry into the revenues of the united see was made in 1844, under the recommendations Nos. 41 to 44 (inclusive), contained in the 6 & 7 Will. 4, c. 77, (page 9 to 11 of the Commissioners statutes), it was found that excepting the annual reserved rent, which was duly accounted for on the general income of the united see, no revenue had accrued to the Bishop from this estate.

But it being also found that the average annual episcopal income of the Bishop had exceeded the amount of 5,000 *l.*, the maximum under recommendation 42, by 700 *l.*, the Commissioners determined, under recommendations 41 and 42, that the see should on the next vacancy be charged with an annual payment to the Episcopal Fund to that amount, and under recommendation 44, that the Horfield estate should be severed from the see at the like period.

A scheme was accordingly prepared, and an Order in Council carrying out this arrangement was gazetted on the 17th June 1847 (*vide* page 10).

In this scheme after reciting the above recommendation, the transfer of the Horfield estate was effected in the following words:

> "And whereas, soon after the passing of the said Act, we proceeded to consider the circumstances of the said see of Gloucester and Bristol, and came to a determination that the average annual income of 5,000 *l.* would be suitable to the circumstances thereof; and having also considered the information then laid before us respecting the actual average annual income

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of the said see, we did not find ourselves prepared to make any recommendation respecting the revenues thereof.

"And whereas, in pursuance of the further provision of the said Act, we did, at the expiration of the first seven years, reckoning from the 1st day of January, in the year 1837, obtain a new return of the revenues of the said see, and it appears upon such return that in order to preserve as nearly as may be to the future Bishops thereof, the amount of income aforesaid, the following arrangement should be made respecting such revenues.

"And whereas the lands, tithes, tenements, and hereditaments described in the schedule hereunto annexed, forming part of the estates of the said see, were in the year 1817 demised by a certain lease for lives, which is still subsisting, and it appears to us to be expedient that the same should be subtracted from the said see, and transferred to us for the purpose of the same Act."

The schedule referred to is as follows:

"All that the estate and manor of Horfield, in the county of Gloucester, and also the parsonages and vicarages of Horfield and Filton, in the same county, and all glebe lands, tithes, and portions of tithes, messuages, tenements, and hereditaments, and all and singular the rights, members, and appurtenances to them or either of them belonging, as the same are demised by a certain indenture of lease, bearing date the 4th day of February, in the year 1817, to George Lempriere, as therein described or intended so to be (except any advowson or right of patronage or presentation.)"

It will be observed that there is nothing in this scheme in any way restraining the Bishop's power of leasing reserved by the Order of 1836. This power the Bishop might have exercised at any moment up to the passing of the scheme. Did that scheme take from him the power, it is presumed the assent of the Bishop would have been obtained to the scheme; for, as retaining the bishopric of Gloucester, his Lordship would, it is presumed, have been considered as falling within the rule that no alterations could be effected without the assent of the existing Bishop. No such assent, however, was given, and hence the construction put on the scheme by the Commissioners has been that, although the estate is described for identification as subject to the lease of 1817, there was nothing introduced to abridge the power of granting a new lease, if the lease of 1817 either fell in or were surrendered for the purpose of putting in new lives by any arrangement between the lessee and the Bishop.

Subsequent to this Order in Council the lessee applied for a renewal by the insertion of two young lives, in addition to the remaining life, and offered a fine for that purpose. But the Bishop declined this offer; but at the same time, although he considered the fine was below the proper amount, offered to accept it from the Commissioners as a commutation for his immediate right of renewal; and, it is but right to add, though not material to the present case, that his Lordship intimated to his friends at the time an intention to appropriate, directly or indirectly, the whole amount for spiritual purposes within his diocese, which the Commissioners could not have effected by means belonging to the Episcopal Fund.

His Lordship at the same time, in order to exhaust his interest in the estate, offered, for a further sum, to be fixed by the actuary ordinarily referred to by the Commissioners, to transfer to them his right to put in further lives, contingent on the falling in of any life in the lease, assuming it to be duly filled up by the first renewal.

2d. Such being the title and interest of the Bishop, the Commissioners were induced to treat with the Bishop in order to secure to the Episcopal Fund the full benefit of the transfer of this estate, subject only to the Bishop's interest therein during his incumbency. This, as before remarked, they considered secured to him on the union of the sees by the first Order in Council, on which it may be observed that it was made with the Bishop's assent, without which the union could not have been effected during his continuance in the see of Gloucester. Hence the reservation of the power of leasing was a condition of such assent, and it was not, as the Commissioners conceived, in their power to deprive him of it by the second order.

As the lessee's offer had indicated what was, in his opinion, the minimum value

value of this right, and the Commissioners were satisfied as to the correctness of the estimate, they agreed for the purchase solely to protect the interest of the Episcopal Fund, which would have been deprived of the benefit of the transfer of the estate for a very long period, had the Bishop complied with the lessee's wish, and effected the renewal with him. Horfield Estate.

3d. In reference to the mode of effecting this purchase, and the power which the Commissioners conceived they had for doing so, it occurred to them immediately after executing their agreement with the Bishop that it might be done by an ordinary conveyance, as in the case of other investments made by them; but on submitting this point expressly to Mr. Dugmore, their conveyancer, he conceived that the proper course was by scheme and Order in Council, and the scheme recently submitted to the law officers was prepared accordingly. As Mr. Dugmore assigns the grounds of his opinions, which, in fact, seem to assume and establish the Bishop's right thus to avail himself of his powers of leasing, and convey his interest to the Commissioners, those opinions are here inserted:

"I am of opinion an Order of the Queen in Council will be the proper mode for effecting the transfer of the Bishop's interest to the Ecclesiastical Commissioners, pursuant to the accompanying agreement.

"The doubt thrown upon that mode of proceeding on the supposed ground 'that the estates in question cannot, in consequence of the Order in Council be considered as belonging to the see, in the words of the 3 & 4 Vict. c. 113, s. 68,' appears to me of no substantial weight. The lands included in the arrangement, so far as regards the interest to be dealt with, do at present unquestionably belong to the see of Gloucester and Bristol. The Bishop, as Bishop, still possesses and might exercise the power of granting leases, and all other rights of ownership over the lands in question, as if there had been no such Act or Order in Council as those above referred to, which could not be the case were the lands not still belonging to the see.

"I observed indeed that in the 21st section of the Act 4 & 5 Vict. c. 39, extending the powers of the 3 & 4 Vict. c. 113, s. 68, to the estates of deans and other minor dignitaries, (which under the former Act will without any conveyance on the next avoidance accrue to the Commissioners,) the words 'in the possession or enjoyment' of such deans, &c., are substituted for those of 'belonging to the see of any Bishop,' in the former Act; but I do not think anything turns upon this variation of language, since, unless the above section be understood as confined to estates belonging 'to' deans and other minor dignitaries in right of or as part of their deaneries, &c., it would include all estates in their possession or enjoyment, whether belonging to them as their own private property, or as trustees for others.

"I take it to be clear, that any sale or other disposition made by the Bishop of his interest in the lands in question, otherwise than under the authority and for the purposes of the Ecclesiastical Commissioners Acts, would be void even as against himself, and therefore the proper mode of effecting such a disposition as now contemplated is in my opinion an Order in Council, according to the provisions of those Acts.

"In my opinion the Order in Council vesting the interests of the Bishop in the Commissioners would not be 'a conveyance upon a sale,' subject to the *ad valorem* duty under the Stamp Act.

"*Wm. Dugmore.*"

"Lincoln's Inn, 9 May 1848."

"The question now put to me, whether the above arrangement can safely be carried out by a conveyance from the Bishop to the Commissioners without the authority of an Order in Council, is one of considerable difficulty, and involves the question of the power of a Bishop to dispose of the possessions of his see during his own incumbency. There are several old authorities in favour of such right, (*see* Notes to Co. Litt. 43 or 45*a*, Bac. on Title, Leases); but these are in my opinion much shaken by the construction that has been put upon the Act 13 Eliz. c. 20, in regard to the charging of benefices, in Shaw *v.* Pritchard, 10 B. & C. 241, and other cases, in which such charges have been held absolutely void, even as against the party creating them. I could not advise the Commissioners to rely

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upon the legal efficacy of such a conveyance without an Order in Council until I had given the subject further consideration, and satisfied my mind upon it better than the time afforded me at present allows.

"Lincoln's Inn, 10 May 1848." "*William Dugmore.*"

The Commissioners having thus obtained such advice as they are accustomed to rely on in ordinary cases, directed the scheme to be prepared, and to obviate every doubt, directed it to be submitted to the law officers for their approval in the first instance, before applying for its ratification by the Queen in Council.

On receiving their report that it did not appear to be within the statutes referred to in it, they directed the solicitors to seek the conference which has given rise to this case.

The solicitors' report is confined to three points, which it is desirable to set out as submitted to the Commissioners, adding such comments as may explain their views upon them.

The first point is thus stated :—

"The first of these was, that although the 3 & 4 Vict. c. 113, s. 68, gave power to commute any lands, tenements and hereditaments, for a money payment, and the 4 & 5 Vict. c. 39, s. 21, the converse of this, did not extend to the contingent interest of filling in lives after present lives have dropped, and it seemed as if the opinion was that no contingent reversionary interest whatever could be dealt with."

This is virtually a point in conveyancing, and in reply the Commissioners refer to Mr. Dugmore's opinion, which seems to them conclusive on this subject.

They also conceive that under the word "hereditament," any interest whatever, whether in possession or reversion, or merely contingent, will pass; if not, the power would be nugatory, for this would limit its operation to lands held at rack rent only, which are cases wholly exceptional, and rarely to be met with in ecclesiastical estates; and such interests must virtually be dealt with, even if the reserved rents alone be made matter of commutation. This point they also conceive to be concluded by 4 & 5 Vict. c. 39, s. 29, which is as follows :—

"And for the purpose of removing all doubts respecting the meaning of the terms 'real estates,' 'lands' and 'lands, tenements and hereditaments,' be it declared and enacted, that the said terms wherever they occur, either in the recital or in the enactments of either of the said recited Acts, or in any scheme or any Order of Her Majesty in Council, prepared and issued under the authority of those Acts, or either of them, shall respectively be construed to include and comprehend lands, tithes, tenements and other hereditaments, except any right of ecclesiastical patronage; and that the said first-mentioned terms, and also the term 'lands, tithes, tenements and other hereditaments,' in any part of either of the said recited Acts, or in this Act, or in any such scheme or Order in Council contained, shall be construed to apply and extend to lands, tithes, tenements and other hereditaments, as well in reversion as in possession, and to any leasehold interest therein."

Such has indeed been the uniform practice hitherto in all the schemes which have been approved by successive law officers, and thereupon ratified by Order in Council under their advice. This, *e. g.*, has been done directly in the cases amongst others of the deanery of York, where the dean's interest, consisting of reserved rents, and reversions or powers of renewal contingent on the leases falling in, was commuted for an annuity. In that of the prebend of Kenvaston, where the commutation was effected by the payment of a fixed sum, calculated on the value of putting in a life then vacant, and an annuity in respect of two remaining lives, the same construction was put on the powers and provisions which have been referred to. And this has been the principle involved in every one of those numerous cases where the Commissioners have purchased the remaining interest of the prebendary or other incumbent in possession.

In every such case, the absolute value of the property has been computed on the same supposition of the present incumbent having an interest in the contingency of future renewals, and on no other supposition manifestly could any such arrangement be conducted.

The

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The second point reported to the Commissioners is as follows:

> "That by the operation of the Order in Council of the 17th June 1847, the estate passed to the Commissioners subject only to the lease of 1817, and from the wording and tenor of this Order in Council, it was to be inferred that the Bishop could not renew, but could only lease for his own life or incumbency."

That there was no intention on the part of the Commissioners so to limit the powers of the owner in possession, nor any knowledge on his part or on theirs, that his legal rights had been so affected, is not disputed. The order was indeed served in due course under 3 & 4 Vict. c. 113, s. 83, on his Lordship, but no such intimation was made to him as would lead to the idea that his existing rights were abridged, or in any way invaded.

Whether the words of the order if legal, would so affect the rights of the Bishop, is again to be considered as a point also of conveyancing, and it is in fact involved in the opinions of Mr. Dugmore, already referred to; indeed the main reason for consulting him was, that a doubt had been suggested, whether after the severance of the estate from the see, by the last Order in Council, it could be strictly considered as part of the possessions of the see in the sense of the provisions for commutation above noticed.

The Commissioners have little to add to what has been already said on the subject, but they certainly will be glad to receive the deliberate opinions of the law officers on this point, which is in fact the main question at issue. If the estate is only to be considered as belonging to the see during the incumbency of the present Bishop *primâ facie*, it seems singular that he should possess the power of dealing with a freehold interest in it, extending far beyond that period. On the other hand, it is to be considered whether this is not analagous to the case of a tenant for life, with power to lease, for if so, as the power of leasing is in this case given by an authority equivalent to Act of Parliament, it would fall under the rule that powers so given, can only be taken away expressly by the like authority. Hence the mere omission to reserve that power in a subsequent Order in Council, to which the Bishop is no party, would not repeal the power.

And it may further be remarked, that a strictly analagous power is exercised in every renewal of a lease whereby the lessor exercises a right over the freehold extending to the time when it shall have passed into the hands of another owner.

The 3d objection is thus stated:—

> "That the united see was virtually under the Acts for regulating the incomes of Bishops, and looking at the same Order in Council which charges the see with 700 *l.* per annum, and severs Horfield from it in the condition in which it then was, the law officers seem to think that whatever might be the power of leasing originally reserved to the Bishop by the Order in Council of the 5th October 1836, the subject-matter of the lease would only be for his life or incumbency. The effect of this view would be that the estate belongs to the Commissioners, subject only to the enjoyment of it by his Lordship so long as he should live, and be Bishop of Gloucester and Bristol."

The whole force of this objection was upon the meaning of the words "the enjoyment of it," and whether that enjoyment implies the power of granting leases.

The point indeed involves the consideration and construction of the recommendations 41 to 44 already referred to, as applicable to the united see of Gloucester and Bristol, having reference to the liability of that see, and of the Bishop, as coming under the category of a Bishop of a new see, to contribute to the Episcopal Fund. This liability, it will be observed from the terms of recommendation 43, is only to take effect after the revision of episcopal incomes in 1844, on the then next avoidance of a see. But the Commissioners were, in the first instance, under recommendations 41 and 42, to determine the episcopal incomes, so as to leave an average income to the sees not specified in the recommendations of not less than 4,000 *l.*, nor more than 5,000 *l.*, the avoidance therefore which was contemplated, must have been one subsequent to the 1st January 1844, and hence as to the united see of Gloucester and Bristol (though that of

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Bristol might have been avoided after the statute 6 & 7 Will. 4, c. 77, was passed, and of course before the union of Bristol with Gloucester) yet no revision could take effect till after an avoidance subsequent to that date. The period however, of determining the income of the united see, was that of the Order in Council for effecting the union, the period of revision, that of the order of transferring the Horfield estate. By the former, the Commissioners left the Bishop unfettered in his power of leasing that estate, or otherwise enjoying the whole episcopal possessions of the see of Bristol. By the latter, the estate was transferred as the Commissioners conceive, subject to the power of leasing, the period of transfer not being fixed on the determination of the lease of 1817, but the then next avoidance of the see.

By the 5 & 6 Vict. c. 108, s. 10, under which alone the Commissioners could exercise any power over the Horfield property, they are especially restrained in its exercise from effecting any thing until the next avoidance of the see. They could not therefore as they imagine, deprive the incumbent of the see of any power he then possessed.

In fine, the Commissioners would remark that the power of leasing the estate of Horfield was unquestionably possessed by the last Bishop of Bristol, before the union of the see with Gloucester, and could not have been taken from him by such an Order in Council. That the union of the see with that of Gloucester, was not an avoidance of the see, or there must have been a fresh election and confirmation to fill it. That there was to be no separate calculation of its income, but that for all such purposes it was in effect merged in the see of Gloucester, and could not come under the Acts regulating the income of Bishops until the avoidance of the latter see. In fact the union of the sees was nothing more than an enlargement of the territorial jurisdiction of the see of Gloucester, by adding thereto a portion of the districts and possessions formerly within the boundary and enjoyment of the see of Bristol, the mere adoption of the name not affecting the question in any respect.

But beyond this, when the Commissioners determined to unite the sees, they took the opinion of the Queen's Advocate, and the then Solicitor-general, now Mr. Baron Rolfe, as to the effect it would have in reference to the see of Gloucester. The following is an extract from the minutes containing the queries put to counsel, and the replies:

"See of *Gloucester* and *Bristol.*

"Extract from Minutes of a General Meeting, held Monday 15 August 1836.

"*Resolved*,—That the scheme for uniting the sees of Gloucester and Bristol be submitted to the consideration of the King's Advocate, and the Attorney and Solicitor-general, to be settled by them, and that their opinion be expressly asked upon the following questions:—

"1. Will the Order in Council give the Bishop of Gloucester entire and absolute possession '*ipso facto*' of the see of Bristol, and constitute him Bishop of the united see of Gloucester and Bristol, without his election by the chapter of Bristol, and the consequent confirmation of such election, an arrangement which, if consistent with the construction of the Act, is highly desirable?

"2. Will his becoming Bishop of Gloucester and Bristol, in any and what manner affect his present tenure of the bishopric of Gloucester?

"3. Will it prevent his continuing to hold *in commendam* with the united see any ecclesiestical dignity, office, or benefice which he so held as Bishop of Gloucester at the time of the passing of the Act?"

"Extract from Minutes of a General Meeting, held Friday 19 August 1836.

"*Read*,—The following opinion from the King's Advocate and the Solicitor-general:—

"1. We think that the Order in Council will make the Bishop of Gloucester to become *ipso facto* perfect Bishop of the united see without any other Act to be done for that purpose.

"2. We

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"2. We think that the present tenure of his bishopric of Gloucester will not be affected.

"3. And that he will be entitled to hold *in commendam* any benefice which he held at the passing of the Act."

The Commissioners thus stated the grounds on which they have agreed with the Bishop of Gloucester and Bristol for his interest in the Horfield estate, and the steps they have taken to effect that object, and complete it by the proposed scheme and Order in Council, and having also submitted their views on the objections, reported to them as started during the conference with the law officers, request their opinion under the circumstances and facts above stated on the following points; and the Commissioners will be obliged by their stating for their guidance the grounds on which their opinions are based:

1. Has or has not the Bishop of Gloucester and Bristol vested in him the power of accepting a surrender of the Horfield lease, and of granting a new lease for the present life, and two lives added thereto, and of accepting a like surrender and effecting a similar renewal on the subsequent dropping of any life?

2. If not, what interest has the Bishop in the Horfield estate?

3. Has or has not the Bishop of Gloucester and Bristol the power of agreeing with the Commissioners, and the Commissioners the power of agreeing with him, for commuting such right as he may have in the Horfield estate for a money payment, payable out of the Episcopal Fund?

OPINION.

"1. This question is not free from doubt; it depends entirely upon the true construction of the Order in Council, 370. If the operative words of that Order and the schedule describe the quality of the estate to be transferred upon the next vacancy, viz. an estate subject to the lease therein mentioned, the Bishop will not have the power of renewal; but if used merely to show what the lands are, then the power will remain in the Bishop notwithstanding that Order in Council. We cannot take upon ourselves to determine this question without a judicial decision, but as it is a matter of doubt, and the Commissioners are not compelled to purchase, we advise them not to do so.

"2. Assuming the Bishop has a right to renew, we are of opinion that the purchase must be confined to the value of the substitution of two lives, and that nothing can be legally paid for the chance which there may be of one other life dropping during the life and incumbency of the Bishop.

"3. We think that the Commissioners should give notice to the lessee and to the Bishop that the right to renew may be called in question upon the next avoidance.

"Temple, 10 August 1848. (signed) *J. Dodson.*
John Jervis.
John Romilly."

No. 81.

FROM the Secretary to the Bishop of *Oxford.*

My dear Lord, Whitehall-place, 21 August 1848.

HAVING received the opinion of the law officers upon the Horfield case, and the Commissioners having adjourned till the 31st instant, I feel that my best course, after all that has passed, is to send a copy to you, and to ask your advice as to the best step to be next taken in the matter.

Perhaps you will think that the estates committee should be promptly called together; and if so, I should be glad to know when you could conveniently attend.

Pray advise me generally what to do.

(signed) *C. K. Murray.*

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No. 82.

From the Bishop of *Oxford* to the Secretary.

My dear Sir, 6, Eaton-place, 22 August 1848.

I think you should, if possible, call an estates committee at once; but failing that, put the matter on the agenda for Thursday, and send round notices to any Commissioners in London.

I fear I cannot attend at present.

Yours, &c.
(signed) *S. Oxon.*

No. 83.

Extract from Report of Estates Committee, held 24 August 1848.

The committee have had before them the opinion of the law officers of the Crown (No. 80 *a*, *antea*) upon the case submitted to them respecting the Horfield estates.

The committee recommend that a copy of the case and opinion be at once transmitted to the Bishop of Gloucester and Bristol, with an intimation that the subject will be considered at the general meeting on Thursday next.

The following letter has also been addressed to the Bishop by the Earl of Devon, as chairman of the committee (*vide* No. 84, *postea*).

Confirmed at a general meeting, held 31st August 1848.

No. 84.

From the Earl of *Devon* to the Bishop of *Gloucester* and *Bristol.*

My dear Lord, House of Lords, 24 August 1848.

I trouble you with this as chairman of an estates committee, held in Whitehall-place this morning, before which the case and opinion upon the Horfield matter was laid. We have directed a copy of these to be transmitted to your Lordship without delay.

The opinion given by the law officers places both your Lordship and the Commissioners in some difficulty, because, as no scheme can pass the Privy Council unless approved by those officers, the expression of their opinion is, in fact, equivalent to a refusal of their sanction to the scheme which has been prepared.

The committee made no recommendation upon this matter, further than to direct the transmission of the papers to your Lordship, but the subject must be submitted for consideration to the general meeting, which will be held on Thursday next, being the last meeting before the vacation.

I understand that the case was seen by the Bishop of Oxford, and slightly altered by him before it was sent to the counsel.

(signed) *Devon.*

No. 85.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, Whitehall-place, 24 August 1848.

I am desired by the estates commttee which sat this day, to transmit the accompanying copy of the case laid before the law officers of the Crown respecting the Horfield estate, and of their opinion thereon (No. 80 *a*, *antea*).

I also send a letter from Lord Devon, the chairman of the committee (No. 84, *antea*).

(signed) *C. K. Murray.*

No. 86.

FROM the Secretary to the Right Hon. *H. Hobhouse.*

Dear Sir, Whitehall-place, 24 August 1848.

I SEND you the Horfield case and opinion (No. 80 *a*, *antea*). The committee have to-day simply decided upon sending this to the Bishop of Gloucester and Bristol, reserving the determination as to future proceedings to the Board of Thursday next.

(signed) *C. K. Murray.*

No. 87.

FROM the Bishop of *Gloucester* and *Bristol* to the Earl of *Devon.*

My dear Lord, Stapleton, 25 August 1848.

I BEG leave to acknowledge the case and opinion of the law officers on the Horfield manor case, as well as the very kind and polite letter of your Lordship. I return my thanks to the estates committee for wishing the case to be sent to me, and particularly to your Lordship for your letter.

Under present circumstances it does not occur to me that I can say any more, except that I hope and trust to receive after the general meeting of Thursday next an explicit communication of the views and intentions of the Ecclesiastical Commissioners.

I am, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 88.

FROM the Right Hon. *H. Hobhouse* to the Secretary.

Dear Sir, Hadspen, 26 August 1848.

I THANK you for letting me see the opinion of the law officers on the Horfield case, which is somewhat of a curiosity. I do not recollect any former instance of their confessing themselves unable to give a meaning to words used with their approval by a public body clothed with legislative authority.

How is the judicial interpretation to be obtained?

Yours, &c.

(signed) *H. Hobhouse.*

No. 89.

EXTRACT from Minutes of General Meeting, held 31 August 1848.

AFTER the reading of so much of the report of the estates committee (No. 83, *antea*) as relates to the Horfield estate,

Read,—The opinion of the law officers (No. 80 *a*, *antea*), and the letter from the Bishop of Gloucester and Bristol (No. 87, *antea*), in answer to that addressed to him by the Earl of Devon.

Ordered,—That the secretary inform the Bishop of Gloucester and Bristol that as the law officers have given a decided opinion that the proposed purchase must be confined to the value of the substitution of two lives, and that nothing can be legally paid for the chance which there may be of another life dropping during his Lordship's incumbency, the Commissioners feel that it is out of their power to proceed with the arrangement which they desired to effect with his Lordship for the purchase of this property.

That the Commissioners however will be prepared to give their best attention to any proposal which the Bishop may think fit to make with respect to the estate, which may not be open to the difficulty abovementioned.

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No. 90.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol*.

My Lord, Whitehall-place, 1 September 1848.

I TRANSMIT extracts from the minutes of the estates committee, held on the 24th instant (No. 83, *antea*), and of the general meeting held yesterday (No. 89, *antea*) upon the subject of the Horfield estate.

(signed) *C. K. Murray.*

No. 91.

FROM the Bishop of *Gloucester* and *Bristol* to the Ecclesiastical Commissioners.

Stapleton, 30 October 1848.

I BEG leave to acknowledge the communication of the minute respecting Horfield manor farm made by the Ecclesiastical Commissioners at their last meeting, held August the 31st.

The resolution of the Commissioners invites me to make a new proposal for the conveyance of my interest in that estate, which may avoid that particular in the late contract, which the law officers of the Crown pronounce to be illegal. That branch of the agreement was no part of my original proposal; it was introduced at the suggestion of the committee. A reference to my letter of February 21st will show that it was a substitute for my proposition of a payment to be due, should I be Bishop when the third life in the lease dropped. That provision I greatly prefer to any seeming anticipation of my rightful claims.

However, it is necessary to say that before entering upon any further negotiation for the conveyance of this property, I feel myself entitled to receive from the Commissioners an explicit declaration, signed by the chairman, that in their opinion, "I have legally, morally and honourably a right to renew the vacant lives in the Horfield manor lease as the other leases belonging to my see." I am aware that this is no more than the fact of their having engaged with me, for the purchase of my rights, implies; as they would otherwise be involved in the discredit of a wrongful transaction. It agrees also with what I have heard from the mouth of every individual member of the Commission with whom I have spoken upon the subject, and it is evidenced by the kind, obliging and considerate behaviour of the Board in every step of the business, which I take this opportunity of gratefully acknowledging. But after the attempt which has been made by the secretary of the Commission to throw out injurious insinuations upon my conduct and my views in this affair, I think it due to myself and to the station which I fill, to desire an explicit declaration to the effect which I have stated, from the Board.

(signed) *J. H. Gloucester* and *Bristol.*

No. 92.

FROM the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord. 5, Whitehall-place, 3 November 1848.

YOUR Lordship's letter to the Commissioners will be laid before them at the next general meeting.

A Board was not formed yesterday.

(signed) *C. K. Murray.*

No. 93.

From the Bishop of *Gloucester* and *Bristol* to the Ecclesiastical Commissioners.

Stapleton, 7 November 1848.

Since I had the honour of addressing the Ecclesiastical Commissioners on the 30th of October, I have received a reply to a case which I had submitted to a Chancery barrister on the subject of the Horfield purchase. The case which I sent for advice, was little more than the case laid before the law officers of the Crown by the Commissioners, with a copy of the contract executed by the Commissioners and myself, an important document which did not form a part of the Commissioners' case.

This answer which I have received seems to me to throw great light upon the subject, and to explain much which was before surprising and unintelligible. Though it contains some private advice for my own conduct, yet it involves also considerations which appear even more important for the Commissioners than for myself. I am therefore willing to send the whole unreservedly and immediately to the Commissioners, or to any committee appointed by them to consider the matter, if they will allow me so to do.

(signed) *J. H. Gloucester* and *Bristol.*

No. 94.

Extract from Minutes of General Meeting, held 9 November 1848.

Read,—The following letters from the Bishop of Gloucester and Bristol respecting the Horfield estate (*vide* Nos. 91 and 93, *antea*).

Ordered,—That the following letter be written by the secretary to the Bishop of Gloucester and Bristol (*vide* No. 95, *postea*).

No. 95.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5, Whitehall-place, 9 November 1848.

I am directed by the Commissioners to acknowledge the receipt of your Lordship's letter of the 30th ultimo and 7th instant, relative to the Horfield estate.

The Commissioners have desired me particularly to thank your Lordship for the offer which you have made of communicating to them unreservedly and immediately the case submitted by your Lordship to a Chancery barrister in this matter, and his answer thereon; involving, in your Lordship's opinion, considerations which it is important for the Commissioners to have before them.

The Commissioners readily accept your Lordship's offer; and they are therefore confident your Lordship will admit the necessity of their deferring the consideration of your Lordship's first letter until they shall have before them the information which the document referred to in your second letter is calculated to afford.

(signed) *C. K. Murray.*

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No. 96.

From the Bishop of *Gloucester* and *Bristol* to the Ecclesiastical Commissioners.

In consequence of a communication which he has this day received, the Bishop of Gloucester and Bristol forwards to the Ecclesiastical Commissioners the case submitted by him to Mr. J. W. Willcock, of Lincoln's Inn, with the opinion of that gentleman.

The Commissioners will observe that this case and opinion, however important the questions which they affect, have no bearing upon the particular matter which the Bishop desired to bring under the consideration of the Board in his letter of October 30th.

Stapleton, 13 November 1848.

No 96 *a*.

Copy of Case, with Opinion of Mr. *Willcock*.

Case.

The learned Counsel is referred to the several papers left herewith, marked respectively with the letters A. B. C. D., viz.

A. Copy contract between the Lord Bishop of Gloucester and Bristol and the Ecclesiastical Commissioners for England, for sale by the Bishop, and purchase by the Commissioners, of the interest of the see in an estate at Horfield, in the county of Gloucester (No. 41, *antea*).

B. Copy case submitted by the Ecclesiastical Commissioners for the opinion of the law officers of the Crown, with copy of their opinion thereon (No. 80 *a*, *antea*.)

C. D. Copy minutes of the proceedings of the Ecclesiastical Commissioners of 24th and 31st August 1848 (Nos. 83 and 89 *antea*).

Before stating the points upon which the opinion of counsel is desired, it is right that the following facts, not appearing on the paper marked B., should be stated; viz.

1. The case submitted to the law officers of the Crown is a statement prepared by the Ecclesiastical Commissioners without any previous reference to the Bishop.

2. The only point in the contract (paper A. No. 41, *antea*), upon which the law officers of the Crown express a decided opinion is the illegality of the Commissioners purchasing the chance or contingent right of renewal; a thing which has been repeatedly done by them under the authority of former Orders in Council applying to prebendal estates. It should however be observed that this part of the transaction was not the Bishop's suggestion, but that of the Commissioners themselves.

3. The negotiation for the purchase of the Bishop's interest was set on foot on the 22d February, but neither then, nor for nearly two months afterwards, does it seem to have occurred to any one that an Order in Council was necessary. The contract was executed by the Commissioners at a special general meeting on 18th April; and the next day, 19th April, the principal clerk of the secretary and treasurer's department (Mr. Good) was sent to the Bishop at his residence, Stapleton, with the contract (paper A. No. 41, *antea*), to sign. Before signing it, the Bishop inquired of that gentleman whether there was to be an Order in Council, he answered "No;" that it was considered unnecessary, quoting words of the Act of Parliament which seemed perfectly to meet the case, empowering "the Commissioners to take, purchase, and hold to themselves and their successors and assigns, lands, tenements, and hereditaments for the purposes of the Act." He added that the money was ready, and would be paid in a few days. The Bishop thought therefore that he should show an unworthy jealousy

jealousy if, when dealing with such a body, he made any difficulty in consequence of the draft contract not having been previously sent for the perusal of his solicitor. Some time after the contract was signed, Mr. Murray (secretary and treasurer to the Commissioners) inquired of Mr. Dugmore, the conveyancer, whether or not there ought to be an Order in Council to carry out the agreement; he replied, that there ought. The opinion of Mr. Dugmore on that point ought to have been taken, if at all, nearly two months earlier than it was.

4. The law officers, in advising the Commissioners not to perform the contract to which they have bound themselves, seem to assume that it is not binding in law or equity; if so, it is contrary to the principle of natural justice that it should be binding on the Bishop. They say indeed that the Bishop has power to lease the estate for his incumbency. This would seem to imply that the contract was legally void, as in it he binds himself not to do anything with this property.

5. It is admitted by the Commissioners in their case (paper B. No. 80 *a. antea*), and it is evident from the fact of their treating with the Bishop for the purchase of the interest of the see in the estate, that the Order in Council of 1847 was never intended by them, the authors of the scheme, to affect or take away his power of leasing the property, as any other property of the see. And it seems also admitted that the doubt which the law officers have thrown upon the point arises merely from certain words of surplusage introduced by the servants of the Commissioners in drawing the scheme. Still, on the strength of these words, they advise the Commissioners not to fulfil their engagements (see paper C. D. Nos. 83 and 89, *antea*), and they further advise them to acquaint the lessee that a renewal in the ordinary way will be disputed. This seems both oppressive and injurious; it amounts to a practical taking away of the property.

Under the following circumstances you are requested to advise,

1st. Whether the Bishop should in a court of equity endeavour to enforce the execution of the existing contract (paper A. No. 41, *antea*); or,

2dly. Whether he should endeavour to enter into a new engagement with the Commissioners, as invited by their minute of 31st August (paper D. No. 89, *antea*).

You are requested to take into consideration that in either case the law officers would probably refuse their assent to a scheme, and the Privy Council, in the absence of that assent, would probably refuse their sanction.

3dly. And you are requested to advise the Bishop generally on this case.

Since these questions were drawn, the Bishop has heard from one of the Commissioners present at the meeting of 31st August, that the general feeling of the Board was that the case was very hard upon the Bishop, and their wish to execute, if possible, an agreement with him, avoiding that article of the contingent interest, and that they intended to set him at liberty from the present engagement. The official minutes drawn by the secretary do certainly not express this, but the fact may be of consequence.

It would seem from this statement that the Commissioners believe themselves competent to complete the purchase of existing interests without an Order in Council. At present it does not appear that any opinion has been taken on that question except Mr. Dugmore's.

Opinion.

It appears to me that the questions proposed by the case have diverted the attention of the law officers of the Crown from the real points in controversy.

From their joint answer, it is obvious that they considered the question of purchase open. They say, "As the Commissioners are not compelled to purchase, we advise them not to do so," whereas the Commissioners had long previously sealed a contract to purchase, and the question was not whether they were compellable to purchase, but whether they were bound to complete the purchase which they had made.

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From their answer to the second question it is equally clear that their attention was directed to the purchase of one or more opportunities of renewing, the occurring of which was of course uncertain, whereas there is nothing uncertain in the subject of the purchase, and the case has been much embarrassed by the mode of describing and subdividing the Bishop's interest.

Previously to the union of the bishoprics, the Horfield estate belonged to the see of Bristol, but was subject to a lease for lives, one of which still exists. The thirty-seventh recommendation was "That on the first avoidance (in the events which have happened) of that see, the Bishop of Gloucester should become *ipso facto* Bishop of the two sees, and thereupon become seised and possessed of all the property, &c. of the see of Bristol." The order, 5th October 1836, declares that James Henry Bishop of Gloucester, shall be Bishop of the said see (Bristol), and become absolutely confirmed in the said bishopric, and *ipso facto* seised and possessed of all the property, revenues, &c. without any other Act, &c. Under this order the Bishop of Gloucester and Bristol became seised of the reversion of the Horfield estate, as fully as any Bishop of Bristol had been seized thereof, and might grant and renew 50 leases if the opportunities occurred.

There is no doubt that the amount to be realized out of that reversionary estate depends upon the occurrence of such opportunities, and the probability of their occurring is a criterion for estimating the value of that reversion, yet the reversion itself is a present absolute interest.

It appears to me that the notion of dealing for a chance has been erroneously introduced into the case, and the question for counsel, and consequently the answer was addressed to that which is in itself immaterial, nor is it rendered material by the terms of the agreement for the contract is "for the purchase or commutation of all the right and interest," and afterwards "to assign, &c. all the estate, right, title, and interest, &c." of the Bishop.

The law officers of the Crown suggest a doubt whether the Bishop's estate is not restricted by the 370th Order (*vide* page 10.) I have not been able to satisfy myself that this order when relieved from the context of the case admits a doubt. The case observes, "although the estate is described for identification as subject to the lease of 1817," which seems to have led to the adoption of that view in the first answer of the law officers of the Crown, whereas on reference to the recommendation and schedule neither the word "subject" nor any word or expression of the like meaning is to be found. The recommendation merely recites that the lands in the schedule were demised, and recommends that "the same and the said lands described in the schedule," should on the next avoidance be subtracted from the see and transferred to the Commissioners, and the schedule describes the property as "all the estate, &c." "as the same are demised, &c."

I advise the Bishop to remonstrate with the Commissioners on the hardship of their attempting to repudiate the contract after having exposed him to risk for several months, and to the great injury and wrong which might be occasioned by their casting a slur upon his title; to request them to submit the matter again to the law officers of the Crown, with the additional statements: first, that a contract had been actually sealed (accompanied with a copy of that contract); and secondly, that the contract was not for the two next chances of leasing, but for the whole estate of the Bishop in the property. As the Bishop, or the person on whose life the lease is dependant, might die in the course of a protracted litigation, should the Commissioners refuse to complete the agreement, I advise the Bishop not to attempt to enforce it, but to get it clearly vacated, and either to deal with the tenantt or to run his life against the lease, and on its determination grant a lease to a trustee for his own family.

6, Stone-buildings, Lincoln's Inn,
31 October 1848.

(signed) *J. W. Willcock.*

No. 97. Horfield Estate.

Extract from Minutes of General Meeting, held 23 November 1848.

Read,—The following further communication from the Bishop of Gloucester and Bristol respecting the Horfield estate (*vide* No. 96, *antea*).

Read also,—The whole of Mr. Murray's evidence on this subject, as printed in the Appendix to the Report of the House of Commons Committee (*vide* Parliamentary Paper, No. 645, of Session 1848).

Ordered,—That the following letter be addressed to the Bishop by the secretary (*vide* No. 98, *postea*).

Confirmed 23 November 1848.

No. 98.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My Lord, 5, Whitehall-place, 16 November 1848.

I am directed by the Ecclesiastical Commissioners to acknowledge the receipt of your Lordship's letter of the 10th instant, accompanying the case submitted by your Lordship to Mr. Willcock, with the opinion of that gentleman upon it; and further observing, that that case and opinion, however important the questions which they affect, have no bearing upon the particular matter which your Lordship desired to bring under the consideration of the Board in your letter of the 30th October.

Your Lordship evidently refers to that paragraph of your Lordship's letter of the 30th ultimo, in which you state, that "Before entering into any negotiations for the conveyance of the Horfield property to the Commissioners, you feel yourself entitled to receive from the Commissioners an explicit declaration, signed by the chairman, that in their opinion you have legally, morally, and honourably a right to renew the vacant lives in the Horfield manor lease as the other leases belonging to your see," and you found your claim to such a declaration on the part of the Ecclesiastical Commissioners upon an attempt which your Lordship supposes to have been made by the secretary to throw out injurious imputations on your conduct and views.

The Commissioners have directed me to acquaint your Lordship that they have no knowledge of such an attempt, and that it is disclaimed by the secretary himself. They therefore trust that your Lordship will, upon reconsideration, see no cause to insist upon such a preliminary to further negotiation.

The only question at issue is, as to the extent of your Lordship's interest in the Horfield estate, which the Commissioners look at as a question of law.

Your Lordship has justly stated that the fact of the Commissioners having, on the 18th April last, entered into a contract with you for the purchase of your right, sufficiently implies their opinion as to your right to sell what the Commissioners proposed to purchase, and the Commissioners have no hesitation in avowing that they had then, in common with your Lordship, no doubt upon the subject.

Doubts have however been since raised as to the validity of your Lordship's title, and the law officers of the Crown have declared that they cannot take upon themselves to determine this question without a judicial decision.

However confidently therefore the Commissioners may anticipate a confirmation of their original judgment, they cannot undertake to give that positive affirmation of your rights which the proposed declaration requires.

Should your Lordship therefore insist on such a declaration as a necessary preliminary to further negotiation, the Commissioners will have no alternative but that of abandoning the further discussion of the matter, which from the importance attached by them to the possession of this property, as affecting the public interests, the Commissioners would deeply regret.

(signed) *C. K. Murray.*

Horfield Estate.

No. 99.

From the Bishop of *Gloucester* and *Bristol* to the Ecclesiastical Commissioners for England.

My Lords and Gentlemen, Stapleton, 22 Nov. 1848.

I have the honour to acknowledge the reply written by your direction to my letter of October 30th.

I admit the justice of your remarks upon the legal topics, and I acknowledge that my legal right to renew the Horfield lease, has been already recognised by you as far and as distinctly as is practicable; nor have I any claim for further declaration upon this point.

In my request that you would declare me to "have legally, morally and honourably, a right to renew the vacant lives in the lease," I confess that the word legally should be omitted as superfluous, being sufficiently implied in the two following. My desire was only a distinct refutation of the idea reported to exist, that at the time of the union of the sees of Gloucester and Bristol, I was under some sort of engagement or understanding not to renew that lease.

This report I had never heard till last July, when it became known that it had been promulgated in the evidence of your secretary before a Committee of the House of Commons.

It cannot be disputed, that had there been any foundation in truth for that report, it would have been inconsistent with moral or honourable principle to have offered to sell to the Commissioners my right of renewal, and thus to effect indirectly that which I could not have done by direct means, nor is it possible that you should wish such an imputation to adhere to a Bishop of our Church. The evidence itself has at length been published, and it appears that Mr. Murray has no record, recollection, or "distinct" impression of any such understanding; yet his disclaimers are made in such a form as was calculated to convey a belief that there must have been some foundation for the opinion. It is true that at last, when pressed by searching questions, he is obliged to acknowledge, that he does not believe that any such understanding ever existed (a declaration which had he made at first, would have put an end to the matter); but by saying that such an impression existed in the minds of "certain members of the Commission," he does what was calculated to give authority to the calumny, an effect which it actually produced in the instance just mentioned.

If you refer to numbers 1678–1686; 2304, 2305, as well as other parts of Mr. Murray's evidence, you will see the grounds of my remarks.

It is true that he imputes the report to which he has given currency to the impressions of "certain members of the Commission." Let him then name his authorities, though his so doing now will hardly justify his silence on this point before the committee and the Board, at the several meetings when the proposed purchase was under discussion.

Of the secretary's reasonings, his conjectures, and the spirit manifested towards myself in parts of his evidence, I say nothing; for these, the Board is not responsible; but for the insinuations grounded upon the alleged opinions of anonymous Commissioners, I can see no more natural remedy than such a declaration as I have requested, or some equivalent attestation from the Board. I wish no more than the common measure of justice to which any individual whose conduct had been injuriously questioned, would be entitled.

I have, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 100.

Extract from Minutes of General Meeting, held 23 November 1848.

Read,—The following letter from the Bishop of Gloucester and Bristol (*vide* No. 99, *antea*).

Read also,—Those parts of Mr. Murray's evidence before the House of Commons Committee which are referred to in the foregoing letter (*vide* Parliamentary Paper, No. 645, of Session 1848, pages 136 and 137, and 177).

Ordered,—That the following letter be addressed to the Bishop by the secretary (*vide* No. 101, *postea*).

No. 101.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My Lord, 5, Whitehall-place, 23 November 1848.

The Commissioners have had under their consideration your Lordship's letter of the 22d instant, in which your Lordship states that your desire to obtain from the Commissioners the explicit declaration which you required in your former letter, and which the Commissioners felt themselves obliged to decline, was, "to obtain a distinct refutation of the idea reported to exist, that at the time of the union of the sees of Gloucester and Bristol, your Lordship was under any sort of engagement or understanding not to renew that lease."

I am directed to state that the circumstance of the Commissioners having entered into a contract with your Lordship to purchase your right of renewal in the Horfield estate (which, in the event of their belief in the existence of any such engagement or understanding, they would not have been justified in entertaining), was at the time, and is still, considered by the Commissioners as sufficiently proving that there was no impression on their minds that any such engagement or understanding existed.

(signed) *C. K. Murray.*

No. 102.

From the Bishop of *Gloucester* and *Bristol* to the Ecclesiastical Commissioners.

Stapleton, 29 November 1848.

I beg leave to acknowledge the letter written to me on November 23d, by order of the Ecclesiastical Commissioners.

As the Commissioners mention the fact of their having made a contract for the purchase of my right of renewal, and distinctly recognise it as a proof of their disbelief in the existence of any such engagement or understanding as has been injuriously insinuated, my object is substantially obtained, and I have no motive for continuing a correspondence on that topic.

(signed) *J. H. Gloucester* and *Bristol.*

No. 103.

Extract from Minutes of General Meeting, held 30 November 1848.

Read,—The following communication from the Bishop of Gloucester and Bristol, respecting the Horfield estate (*vide* No. 102, *antea*).

Horfield Estate.

No. 104.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5, Whitehall-place, 1 December 1848.

Your Lordship's communication, dated 29 November, was laid before the Commissioners at general meeting held yesterday.

(signed) *C. K. Murray.*

No. 105.

From *C. S. Clarke*, Esq. to the Ecclesiastical Commissioners for England.

28, Broad-street, Bristol,
My Lords and Gentlemen, 7 February 1849.

I am directed by the Lord Bishop of Gloucester and Bristol to request your attention to an agreement executed between you and his Lordship on the 18th day of April last (No. 41, *antea*), and to ask what are your intentions respecting the matter.

I have, &c.
(signed) *Charles S. Clarke.*

No. 106.

Extract from Minutes of General Meeting, held 8 February 1849.

Read,—A letter from Mr. Charles S. Clarke of Bristol (No. 105, *antea*), inquiring, by direction of the Bishop of Gloucester and Bristol, what are the Commissioners' intentions respecting the agreement relating to the Horfield estate.

Ordered,—That the secretary write to Mr. Clarke as follows (*vide* No. 107 *postea*).

No. 107.

From the Secretary to *C. S. Clarke*, Esq.

Sir, 5, Whitehall-place, 8 February 1849.

Having laid before the Ecclesiastical Commissioners for England your letter to them of yesterday's date (No. 105, *antea*), in which you state that "You are directed by the Lord Bishop of Gloucester and Bristol to request the Commissioners' attention to an agreement executed between them and his Lordship, on the 18th day of April last, and to ask what are the intentions of the Commissioners respecting the matter;"

I am directed to transmit to you the copy of a letter written to the Bishop of Gloucester and Bristol, on the 1st September last (No. 90, *antea*), and of an extract from the minutes of the Board (Nos. 83 and 89, *antea*) which accompanied it; and I am to inform you that the Commissioners have been expecting to receive from his Lordship some communication in accordance with the concluding paragraph of that minute.

(signed) *C. K. Murray.*

No. 108.

From *C. S. Clarke*, Esq. to the Secretary.

Sir, 28, Broad-street, Bristol, 13 February 1849.

I beg to acknowledge your letter of the 8th instant, together with the copy letter, and extract from the minutes of your Board which accompanied the same, upon the subject of which I wrote to the Lord Bishop, and I believe that the best reply I can send to your communication will be the copy of a letter I have received from his Lordship in answer to mine, which I beg to enclose.

I have, &c.
(signed) *Charles S. Clarke.*

No. 108 *a.*

From the Bishop of *Gloucester* and *Bristol* to *Charles S. Clarke*, Esq.

Dear Sir, Stapleton, 10 February 1849.

I am surprised at the reply of Mr. Murray to your letter (No. 105, *antea*), in which you call the attention of the Ecclesiastical Commissioners to the agreement made between them and myself, on the 18th April last (No. 41, *antea*).

It consists only of a copy of the minutes of the Board held on 31st August (Nos. 83 and 89, *antea*), and intimates that the Commissioners were expecting some answer from me. Now I have already given a reply to this communication in the following sentence of my letter, dated 30th October 1848 (No. 91, *antea*): "The resolution of the Commissioners invites me to make a new proposal for the conveyance of my interest in the Horfield manor estate, which may avoid that particular in the late contract which the law officers of the Crown pronounce to be illegal. That branch of the agreement was no part of my original proposal, it was introduced at the suggestion of the committee. A reference to my letter of 21st February (No. 9*a*, *antea*) will show that it was a substitute for my proposition of a payment to be due to me should I be Bishop when the third life in the lease dropped; that provision I greatly prefer to any seeming anticipation of my rightful claims."

After this I must consider it reasonable, that if the Commissioners wished for any alteration of the terms of agreement executed between us, it rested with them, not with me, to suggest what that alteration should be.

In order that there may be a clear understanding upon this subject, I think it will be convenient that your inquiry should be noticed in the first instance, and that we should know whether or not the Commissioners consider the agreement to be at present binding on the two contracting parties.

I am, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 109.

From the Secretary to *C. S. Clarke*, Esq.

Sir, 5, Whitehall-place, 14 February 1849.

I have to acknowledge the receipt of your letter of yesterday's date, enclosing a copy of a letter from the Bishop of Gloucester and Bristol, respecting the Horfield estate, which shall be laid before the Ecclesiastical Commissioners for England, at their meeting to-morrow.

(signed) *C. K. Murray.*

Horfield Estate.

No. 110.

Extract from Minutes of General Meeting, held 15 February 1849.

Read,—A further letter from Mr. Clarke, of Bristol, dated 13th instant (No. 108, *antea*), in reply to the letter addressed to him by order of the Board at the last meeting, respecting the Horfield estate.

Ordered,—That the following letter be written to Mr. Clarke (*vide* No. 111, *postea*).

No. 111.

From the Secretary to *C. S. Clarke*, Esq.

Sir, 5, Whitehall-place, 16 February 1849.

I yesterday laid before the Ecclesiastical Commissioners for England your letter of the 13th instant, (No. 108, *antea*), written in reply to my communication to you of the 8th instant (No. 107, *antea*), and enclosing a letter to you from the Bishop of Gloucester and Bristol, of the 10th instant (No. 108 *a*, *antea*), in which his Lordship intimates that it would be convenient for his Lordship to know whether or not the Commissioners consider the Horfield agreement to be at present binding on the two contracting parties.

I was directed by the Board to inform you, that it being the opinion of the law officers of the Crown that the Commissioners are legally incompetent to fulfil one part of the agreement entered into with the Bishop, they cannot consider the agreement as binding on either of the contracting parties.

The Commissioners at the same time desired me to express their continued anxiety to make some arrangement with his Lordship which may be free from legal objection, and have the effect of placing the Horfield estate at the disposal of the Commissioners.

(signed) *C. K. Murray.*

No. 112.

From Messrs. *W. L.* and *C. Clarke* to the Secretary.

Sir, 28, Broad-street, Bristol, 19 February 1849.

We received your letter of 16th instant, which we have laid before the Bishop. His Lordship observes, that as the matter involves a question upon which opinions differ, there being no word expressed in the agreement itself, either as to an Order in Council, or the approval of the law officers, or anything else, which apparently invalidates the document; and as the opinion of the necessity for an Order in Council is itself a doubtful one, it seems necessary, in order to prevent the danger of future litigation which may result, that a deed of mutual release should be executed, by which the contract may be finally annulled.

We are, &c.

(signed) *W. L.* and *Charles Clarke.*

No. 113.

Extract from Report of Estates Committee, held 20 February 1849.

The committee have had before them a further letter from Mr. Clarke (No. 112, *antea*), respecting the Horfield estate, suggesting "that a deed of mutual release should be executed, by which the contract may be finally annulled," and they have referred this letter to the solicitors.

Confirmed at a general meeting held 22 February 1849.

No. 114.

From the Secretary to Messrs. *White* and *Murray*.

Dear Sirs, 5 Whitehall-place, 20 February 1849.

I send you herewith copy of a letter from Messrs. Clarke (No. 112, *antea*), the legal advisers of the Bishop of Gloucester and Bristol, and will thank you to state in time for the Board on Thursday your opinion as to the practicability, effect and expense of acceding to the proposition therein contained.

(signed) *C. K. Murray.*

No. 115.

From Messrs. *White* and *Murray* to the Secretary.

35, Lincoln's-Inn Fields, and 7 Whitehall-place,
Dear Sir, 20 February 1849.

1. We feel considerable difficulty in advising the Board to accede to the proposition of the solicitors to the Bishop of Gloucester and Bristol, that a mutual release should be executed between the Commissioners and his Lordship, of the memorandum of agreement between them, relating to the Horfield manor and estate.

2. As the matter now stands, the law officers, for reasons given by them, were of opinion that the agreement was invalid. Hence there is no necessity for a release, for no interest can have passed from the one party to the other by what is in truth a *vendum pactum*. Regarding the Commissioners, therefore, as trustees, there is no obligation on them to seek to enforce the contract by a bill for a specific performance. And protected as they are by the opinion and advice of the law officers, they will be safe in treating the agreement as a nullity, except a court of equity shall decide that it is valid, and can be enforced against them.

3. But the act of executing a release implies of itself that there is an interest which is in doubt between them and the Bishop, of sufficient value to form a consideration for such release. As trustees, they would therefore incur the responsibility of affirming that such an interest exists at the very moment that they are parting with it.

4. There is also another and more special reason against adopting such a course. The law officers, at the close of their opinion, advise that notice should be given to the lessee of the supposed defect or difficulty in the case, and that hereafter the estate may be claimed by the Commissioners adversely to any holden under a renewed lease. But the effect of a release would be to discharge this claim, and virtually to admit that it does not exist. The responsibility of this would rest with the Board, and thus the case would be still more embarrassed than it now is. At present the Commissioners and the Bishop, under the impression that his Lordship had a good title to sell, and the Commissioners to purchase (subject to the ratification of an Order in Council), entered into an agreement to secure a large portion of the benefit of the estate to the Commissioners' trust. Having been advised that the title is not what they supposed it to be, and that they may have a larger claim than they were aware of, to secure which they are also advised to enter, as it were, a caveat in protection of such claim, they would by a release put an end to it, and at the same time lose the chance of saving the estate to the Church as contemplated by the original agreement.

5. Still the fact is not to be lost sight of, that the Bishop and his advisers suggest that the invalidity or incompleteness of the agreement is not so clear as to preclude an opposite opinion; if so, the present state of things may be an

Horfield Estate.

impediment to his Lordship's dealing with the estate, although the Commissioners are of opinion that the agreement is a nullity. In order to meet this difficulty with that respect and consideration to which his Lordship is entitled, a consideration which the Commissioners as a public Board would doubtless themselves concede to any other party so situated, it might be satisfactory to the Bishop to offer to meet his Lordship's views as to the release, if the law officers were of opinion it might reasonably be given. But in that case it would be but reasonable that the expense of taking their opinions should be borne by his Lordship should the opinion be adverse, and the Commissioners be advised that it would not be safe to execute the release,

We remain, &c.
(signed) *J. M. White* and *Murray.*

No. 116.

Extract from Minutes of General Meeting, held 22 February 1849.

Read,—A report from the solicitors (No. 115, *antea*) on the letter from Mr. Clarke, of Bristol (No. 112, *antea*) on behalf of the Bishop of Gloucester and Bristol, referred to them by the estates committee (No. 113, *antea*).

Ordered,—That the opinion of the law officers be obtained, the draft case being previously submitted to the Bishop.

No. 117.

From the Secretary to Messrs. *Clarke.*

Dear Sir, 5, Whitehall-place, 25 February 1849.

The Ecclesiastical Commissioners for England have determined that the opinion of the law officers of the Crown shall be taken upon the question raised by your letter of the 19th instant (No. 112, *antea*).

The draft of the case will be submitted to the Bishop.

(signed) *C. K. Murray.*

No. 118.

From Messrs. *J. M. White* and *J. Murray* to the Secretary.

Dear Sir, 35, Lincoln's Inn-Fields, 7 March 1849.

We beg to enclose for your perusal, copy draft case to be submitted to the law officers.

(signed) *J. M. White* and *J. Murray.*

No. 118 *a.*

Exparte the Ecclesiastical Commissioners for *England.*

Case.

In the month of August last, a scheme was submitted to the law officers for their approval, and their opinion was requested as to the possibility of carrying into effect, by means thereof, an agreement entered into by the Ecclesiastical Commissioners for England, with the Bishop of Gloucester and Bristol. A copy of the case and opinion, and of the agreement marked A. is sent herewith.

In

In accordance with the opinion then given, the agreement with the Bishop has been treated as invalid and incapable of being carried into execution. His Lordship's solicitors have, however, addressed a letter to the secretary requiring, for reasons stated therein, that a deed of mutual release should be executed by the Bishop, and the Ecclesiastical Commissioners, by which deed the contract may be legally annulled. The letter is as follows: Horfield Estate.

"Sir, 28, Broad-steet, Bristol, 19 February 1849.

"We received your letter of the 16th instant, which we have laid before the Bishop. His Lordship observes, that as the matter involves a question upon which opinions differ, there being no word expressed in the agreement itself either as to an Order in Council, or the approval of the law officers, or anything else, which apparently invalidates the document, and as the opinion of the necessity for an Order in Council is itself a doubtful one, it seems necessary, in order to prevent the danger of future litigation which may result, that a deed of mutual release should be executed, by which the contract may be finally annulled.

(signed) "*W. L.* and *Charles Clarke.*"

If the invalidity or incompleteness of the agreement is not so clear as to preclude an opposite opinion, the existence of that agreement, though virtually annulled, may be an impediment to the completion of any future dealings with the estate, which his Lordship may think himself justified in entering into, which impediment the Commissioners would feel it their duty to remove, if they, as trustees, do not exceed the limits of the powers vested in them by so doing, But it has occurred to them that the Act of executing a release implied that there is an interest which is in doubt between the parties executing such release, and its execution might therefore fix on the Commissioners the responsibility of affirming that such an interest existed at the very moment when they were parting with it.

It is also to be observed, that the law officers, at the close of their opinion, advised the Commissioners to give notice to the lessee and the Bishop that the right to renew might be called in question upon the next avoidance. And it is possible, that by executing a mutual release the Commissioners might be held to have waived any power of disputing such right, which the advice to give the notice seems to imply they possess.

The law officers are therefore requested to advise,

Whether the execution of such a deed of release by the Commissioners would in any way tend to compromise any interests or rights in the Horfield estate now vested in them, or whether they may safely execute the deed as requested by his Lordship?

No. 119.

From Messrs. *W. L.* and *Charles Clarke* to the Secretary.

28, Broad-street, Bristol, 7 March 1849.

We beg to acknowledge the receipt of your favour, of 25th ultimo (No. 117, *antea*), informing us that the Ecclesiastical Commissioners for England had determined that the opinion of the law officers of the Crown should be taken upon the question raised by our letter of the 19th ultimo (No. 112, *antea*), and that the draft of the case would be submitted to the Bishop; and in reply we beg to say, that, as it appears to us, the request of his Lordship for a release from the contract of last April (No. 41, *antea*), respecting Horfield manor will not be affected by any questions which the Ecclesiastical Commissioners may put, or by any answers which the law officers may return, nor does it bear upon the reasons which led to their former advice.

Horford Estate.

The Commissioners feeling themselves precluded from performing their engagement, the Bishop claims, as an act of common justice, that he be formally released from his engagements, and he offers at the same time to release the Commissioners from what, as his Lordship apprehends, may possibly hereafter lead to the expenditure of the money of the Church in litigation.

Yours, &c.
(signed) *W. L.* and *Charles Clarke.*

No. 120.

EXTRACT from Minutes of General Meeting, held 8 March 1849.

Read,—The following letter from Messrs. Clarke, of Bristol (*vide* No 119, *antea*).

Ordered,—That the following answer be addressed to Messrs. Clarke (*vide* No. 121, *postea*).

No. 121.

FROM the Secretary to Messrs. *W. L.* and *C. Clarke.*

Dear Sirs, Whitehall-place, 8 March 1849.

HAVING laid before the Ecclesiastical Commissioners for England your letter of yesterday's date (No. 119, *antea*), I am desired to suggest, that the better course will be for you to prepare, and submit to the consideration of the Board, a release which will meet the views of the Bishop of Gloucester and Bristol.

Upon receiving the draft of such an instrument, the Commissioners will lose no time in ascertaining whether they can legally accede to it.

(signed) *C. K. Murray.*

No. 122.

FROM Messrs. *W. L.* and *C. Clarke* to the Secretary.

Dear Sir, 28, Broad-street, Bristol, 13 March 1849.

HEREWITH we beg to send you draft (of No. 147, *postea*) mutual release between the Lord Bishop and the Ecclesiastical Commissioners, which appears to us to be calculated to effect the meaning of the parties.

We are, &c.
(signed) *W. L. and Charles Clarke.*

No. 123.

FROM Mr. *Pringle* to Messrs. *W. L.* and *C. S. Clarke.*

Gentlemen, 5, Whitehall-place, 15 March 1849.

I HAVE to acknowledge the receipt of your letter of the 13th instant, and accompanying draft release.

(signed) *George Pringle.*

No. 124.

Extract from Minutes of General Meeting, held 15 March 1849.

Read,—A letter dated the 13th instant from the solicitors of the Bishop of Gloucester and Bristol (No. 122, *antea*), accompanied by a draft deed of release of the Horfield agreement.

Ordered,—That the solicitors of the Board be directed to submit the draft to the law officers of the Crown, stating the Commissioners' readiness to execute this or any other release to which the law officers may see no objection, and that their attention be at the same time recalled to the opinion given by them on the 18th August last, upon the case submitted to them in this matter.

No. 125.

From the Secretary to Messrs. *White* and *Murray*.

Dear Sirs, 5, Whitehall-place, 16 March 1849.

I am directed to transmit to you the accompanying draft (of No. 147, *postea*), of a release which has been prepared by Messrs. Clarke of Bristol, on behalf of the Bishop of Gloucester and Bristol, and to request that you will submit the same to the law officers of the Crown, with a statement that the Board are prepared to execute this or any other release to which in the opinion of the law officers there is no legal objection.

You will at the same time recall their attention to the opinion given by them on the 10th August last (No. 80*a*, *antea*) upon the case submitted to them in this matter.

(signed) *C. K. Murray.*

No. 126.

From Messrs. *J. M. White* and *J. Murray* to the Secretary.

35, Lincoln's Inn-fields, & 7, Whitehall-place,
Dear Sir, 20 March 1849.

We beg to hand you the opinion of the law officers as to the execution by the Commissioners of the release in this matter.

In pursuance of your instructions we called the attention of the law officers to their former opinion (No. 80*a*, *antea*), but you will perceive that they advise that the Commissioners can safely execute a release, being merely for the purpose of mutually releasing the parties from the contract entered into by them, which the law officers in such former opinion treat as void.

The rights of either party previously to the execution of such agreement will in no wise be affected or prejudiced by this transaction.

The draft release is altered in conformity with the opinion now sent, and should be returned in due course to the Bishop's solicitors.

We remain, &c.
(signed) *J. M. White* and *J. Murray.*

Horfield Estate.

No. 126 *a*.

Exparte the Ecclesiastical Commissioners for *England*.

Re Horfield Lease.

In the month of August last a scheme (No. 80 *a*, *antea*) was submitted to the law officers for their approval, and their opinion was requested as to the possibility of carrying into effect, by means thereof, an agreement entered into by the Ecclesiastical Commissioners for England with the Bishop of Gloucester and Bristol.

A copy of the case and opinion (No. 80 *a*, *antea*) and of the agreement (No. 41, *antea*) are sent herewith.

In accordance with the opinion then given, the agreement has been treated as invalid and incapable of being carried into execution, and matters remain therefore in precisely the same state as they were in August last.

The solicitors to the Bishop have, however, forwarded to the secretary to the Ecclesiastical Commissioners a draft (of No. 147, *postea*) release, requesting that the same may be sealed by the Commissioners as well as the Bishop. This has been handed to the solicitors with the following instructions:

"Dear Sirs, 5 Whitehall-place, 16 March 1849.

"I am directed to transmit to you the accompanying draft of a release which has been prepared by Messrs. Clarke of Bristol, on behalf of the Bishop of Gloucester and Bristol, and to request that you will submit the same to the law officers of the Crown, with a statement that the Board are prepared to execute this or any other release to which, in the opinion of the law officers, there is no legal objection.

"You will at the same time recall their attention to the opinion given by them on the 10th August last (No. 80 *a*, *antea*) upon the case submitted to them in this matter.

"Yours, &c.

"Messrs. White and Murray. (signed) *C. K. Murray*."

A copy of the draft (of No. 147, *postea*) release accompanies the papers, which the law officers are requested to peruse, and to advise on behalf of the Ecclesiastical Commissioners for England, Whether the Commissioners can safely execute this release as it now stands, or with any and what modification?

"We are of opinion that the Commissioners may safely execute the release as altered.

(signed) *J. Dodson.*
John Jervis.
John Romilly."

No. 127.

Extract from Minutes of General Meeting, held 22 and 29 March 1849.

Read,—The following opinion of the law officers respecting the proposed release of the Horfield agreement,

"We are of opinion that the Commissioners may safely execute the release as altered.

(signed) *J. Dodson.*
John Jervis.
John Romilly."

Resolved,—That the draft, as altered by the law officers, be returned to Messrs. Clarke, with an intimation that the Commissioners are prepared to execute the release in that form.

Confirmed 29 March 1849.

No. 128.

FROM the Secretary to Messrs. *Clarke.*

Dear Sirs, 5, Whitehall-place, 24 March 1849.

I AM directed to acquaint you that the Ecclesiastical Commissioners for England are prepared to execute a release in the terms of your draft, which I now return, as altered in red ink.

(signed) *C. K. Murray.*

No. 129.

FROM *W. H.* and *Charles Clarke* to the Secretary.

Dear Sir, Broad-street, Bristol, 27 March 1849.

WE yesterday received your letter of Saturday last, with the draft of the release, altered in red ink, which you state that the Ecclesiastical Commissioners for England are prepared to execute.

We presume that as this deed is a mutual release, it will be proper that two parts should be engrossed, and that if we have one part, on behalf of the Lord Bishop, engrossed on the common deed stamp, and executed by his Lordship, and send it to you, you will have another part engrossed on the proper stamp, on behalf of the Ecclesiastical Commissioners for England, and sealed with their seal, which you will transmit to us in exchange for that we send you.

We are, &c.

(signed) *W. H.* and *Charles Clarke.*

No. 130.

FROM the Secretary to Messrs. *W. L. Clarke.*

Dear Sirs, 5, Whitehall-place, 28 March 1849.

I CONCLUDE from your letter of yesterday's date, that the Bishop of Gloucester and Bristol is prepared to execute the release in the form approved by the law officers.

As the course adopted by the Commissioners will, no doubt, be that suggested by you, I will prepare one part of the release in order that it may be sealed by the Board to-morrow, so that it may be ready for transmission to you upon our receiving the part executed by his Lordship.

C. K. Murray.

No. 131.

EXTRACT from Minutes of General Meeting, held 29 March 1849.

Read,—The following letter from Messrs. Clarke, of Bristol (*vide* No. 129, *antea*).

One part of the release (No. 147, *postea*) was then sealed in conformity with the resolution of the last meeting (No. 127, *antea*), and was lodged with the secretary, to be exchanged for the part to be executed by the Bishop.

Confirmed 5 April 1849.

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No. 132.

From Messrs. *W. L.* and *Charles Clarke* to the Secretary.

Dear Sir, 28, Broad-street, Bristol, 29 March 1849.

We did not mean to imply by our letter of Tuesday last, out definite assent to the draft release on the part of the Lord Bishop. We have had no opportunity of speaking to his Lordship until this morning. We wished before going into the business to be prepared to explain how the details would be carried out. We will write you further in a few days.

Will you be kind enough to let us have by return of post, the case, with the opinion thereon by Mr. Willcox (No. 96*a*, *antea*), which was transmitted to you by his Lordship, we believe, and of which we have no copy.

Yours, &c.
(signed) *W. L.* and *Charles Clarke.*

No. 133.

From the Secretary to Messrs. *Clarke.*

Dear Sirs, 5, Whitehall-place, 30 March 1849.

I return, as requested by your letter of yesterday's date, the case and opinion of Mr. Willcox,

And am, &c.
(signed) *C. K. Murray.*

No. 134.

From *W. L.* and *Charles Clarke* to the Secretary.

Dear Sir, Bristol, 31 March 1849.

We are obliged by the receipt, this morning, of the case and opinion of Mr. Willcox (No. 96*a*, *antea*).

Yours, &c.
(signed) *W. L.* and *Charles Clarke.*

No. 135.

From Messrs. *W. L.* and *Charles Clarke* to the Secretary.

Dear Sir, 28, Broad-street, Bristol, 12 April 1849.

On communicating with his Lordship, with the draft (of No. 147, *postea*) prepared by us, and your alterations thereof, his Lordship thought it desirable before it was finally agreed to, that the same should be laid before Mr. Willcock, in pursuance of whose advice the deed had been prepared. Mr. Willcock has returned both the draft perused by you, and a copy made for him, accompanied by a few remarks, of which the extract on the annexed half sheet (No. 135 *a*, *postea*), contains all to which it is necessary to call your attention. We beg to request that you will allow the draft to be altered accordingly.

We are, &c.
(signed) *W. L.* and *Charles Clarke.*

No. 135 *a*.

Extract from Mr. *Willcock*'s Opinion.

I should advise that the scheme of the release should be altered by reciting that the Bishop and the Commissioners had respectively executed an instrument in the words following, setting out the agreement *verbatim*, and then reciting that the Commissioners were advised that the instrument so executed did not constitute an agreement within the power or authority of the Commissioners, or binding upon them, and that for putting an end to all doubt and questions between the Bishop and the Commissioners, and relieving the parties respectively from any liability or supposed liability under such instrument they had agreed to execute "the mutual release hereinafter contained," and then adopting the language of the document before me, from the words, "Now this indenture witnesseth" to the end, with the verbal alterations which I have introduced.

No. 136.

From the Secretary to Messrs. *W. L.* and *C. S. Clarke*.

Dear Sirs, 5, Whitehall-place, 14 April 1849.

I have to acknowledge the receipt of your letter of the 12th instant, with the observations of Mr. Willcock on the draft release accompanying it, which shall receive immediate attention.

(signed) *C. K. Murray.*

No. 137.

From Mr. *Pringle* to Messrs. *White* and *Murray*.

Dear Sirs, 5, Whitehall-place, 14 April 1849.

By direction of Mr. Murray, I send you herewith copy of a letter from Messrs. Clarke, dated 12th instant (No. 135, *antea*), with certain remarks of Mr. Willcock appended thereto, on which I have to request your opinion as soon as possible.

(signed) *G. Pringle.*

P. S.—I send also the original draft release, and a copy altered by Mr. Willcock. [*Mem.*—The former accompanied communication No. 122, and the latter No. 135.]

No. 138.

From Messrs. *White* and *Murray* to the Secretary.

35, Lincoln's Inn-fields, and

Dear Sir, 7, Whitehall-place, 14 April 1849.

We have perused the letter of Messrs. Clarke and the opinion of Mr. Willcock thereto annexed (No. 135, *antea*). So far as it is suggested that the agreement should be recited *verbatim*, we see no objection; but as to the additional recital also suggested by him that the release is to be entered into "for putting an end to all doubts and questions between the Bishop and the Commissioners, and relieving the parties respectively from any liability or supposed liability under such instrument," we do not feel safe in assenting to it without the sanction of the law officers.

You will recollect that the alterations suggested by them were made for the express purpose of confining the release to the agreement itself. This recital carries the release further, for it extends to any other doubts and questions which may exist in addition to the liability under the agreement.

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In like manner, on the other hand, the Commissioners release the Bishop from the instrument and covenants therein contained, but the Bishop is made to release the Commissioners from the "instrument, contract, or agreement," &c.

We will not say that the variance is material, and perhaps it is unimportant, but on the whole we think it was right to adhere to the draft as settled by the law officers, and altered by you.

We remain, &c.
(signed) *J. M. White* and *J. Murray.*

No. 139.

EXTRACT from Minutes of General Meeting, held 19 April 1849.

Read,—A communication from Messrs. Clarke, dated 12th instant (No. 135, *antea*), proposing, at the suggestion of Mr. Willcock, of Lincoln's Inn, certain alterations in the form of the Horfield release.

Ordered,—That the following answer be returned: viz. "That the Commissioners are of opinion that it is not advisable to make any further alteration in the release, which has been approved by the law officers of the Crown."

No. 140.

FROM the Secretary to Messrs. *W. L.* and *C. S. Clarke.*

Dear Sirs, 5, Whitehall-place, 19 April 1849.

I HAVE laid before the Ecclesiastical Commissioners for England your communication of the 12th instant (No. 135, *antea*), and am directed to inform you that they are of opinion that it is not advisable to make any further alteration in the release, which has been approved by the law officers of the Crown.

(signed) *C. K. Murray.*

No. 141.

FROM Messrs. *W. L.* and *Charles Clarke* to the Secretary.

Dear Sir, 28, Broad-street, Bristol, 1 May 1849.

WILL you be so good as to send the release to John Burder, Esq., 27, Parliament-street, for his inspection, and for the purpose of obtaining its execution by the Bishop.

We are, &c.
(signed) *W. L.* and *Charles Clarke.*

No. 142.

FROM the Secretary to *John Burder*, Esq.

Dear Sir, Whitehall-place, 2 May 1849.

I HAVE been requested, by a letter of yesterday's date, from Messrs. Clarke, of Bristol, acting on behalf of the Bishop of Gloucester and Bristol, to send a release of an agreement between the Bishop and the Ecclesiastical Commissioners for England, respecting the manor of Horfield, for your inspection, and for the purpose of obtaining its execution by his Lordship.

The Commissioners have already executed their part, and I hold it ready to be exchanged for the part to be executed by the Bishop.

I therefore send you the draft release (of No. 147, *postea*) as finally settled.

(signed) *C. K. Murray.*

No. 143.

FROM the Secretary to Messrs. *W. L.* and *C. S. Clarke.*

Dear Sirs, Whitehall-place, 2 May 1849.

UPON receipt of your letter of yesterday's date, I forwarded to Mr. Burder the draft of the release prepared by you, and altered and approved on behalf of the Commissioners, for his inspection, and in order that the Bishop's part may be duly prepared and executed so as to be exchanged for that which has already been sealed by the Commissioners.

(signed) *C. K. Murray.*

No. 144.

EXTRACT from Minutes of General Meeting, held 10 May 1849.

THE secretary stated that he had learned from Mr. Burder that the Bishop of Gloucester and Bristol was willing to adopt the form of release of the Horfield agreement approved by the Board, but desired the omission therefrom of the word "successors" as referable to the succeeding Bishops.

Ordered,—That as the original agreement was personal only with the present Bishop, and the deed of release applies only to that agreement, the word "successors" be expunged as inapplicable.

This alteration having been made, the Commissioners' part of the release was resealed, and dated this day (*vide* No. 147, *postea*).

Confirmed 24 May 1849.

No. 145.

FROM the Secretary to *John Burder,* Esq.

Dear Sir, 5, Whitehall-place, 11 May 1849.

THE Ecclesiastical Commissioners for England having consented to the omission of the word "successors" in this release as desired by the Bishop of Gloucester and Bristol, it has been resealed by the Board with that alteration.

I am now therefore prepared to hand it over to you in exchange for the counterpart when executed by the Bishop.

(signed) *C. K. Murray.*

No. 146.

FROM the Secretary to *John Burder,* Esq.

Dear Sir, 5, Whitehall-place, 16 May 1849.

I SEND you herewith in exchange for that executed by the Bishop of Gloucester and Bristol, the Commissioners part of the release in this case.

(signed) *C. K. Murray.*

No. 147.

THIS Indenture made the tenth day of May, one thousand eight hundred and forty-nine, between the Ecclesiastical Commissioners for England of the one part, and the Right Reverend Father in God James Henry, by Divine permission Lord Bishop of Gloucester and Bristol of the other part: Whereas by articles of

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agreement (No. 41, *antea*), bearing date the eighteenth day of April one thousand eight hundred and forty-eight, and made between the said Lord Bishop of the one part, and the said Ecclesiastical Commissioners of the other part, after reciting that the said Lord Bishop was, in right of his said see, entitled to the estate and hereditaments mentioned and particularized in the schedule thereunder written, and also reciting that under the provisions of an order of Her Majesty in Council (*vide* page 10), bearing date the thirteenth day of June one thousand eight hundred and forty-seven, and made in pursuance of certain Acts relating to the said Ecclesiastical Commissioners, the said estate and hereditaments would, on the first avoidance of the said see of Gloucester and Bristol, become transferred to, and absolutely vested in the said Ecclesiastical Commissioners; and also reciting that the said Ecclesiastical Commissioners for England, acting under the authority of the said Acts, had entered into an arrangement with the said Lord Bishop for the purchase or commutation of all his rights and interests in the said estate and hereditaments, except as thereinafter excepted, as and for the gross sum of eleven thousand five hundred and eighty-seven pounds, the said Lord Bishop did by the said reciting articles of agreement, undertake and agree that he the said Lord Bishop should and would, when requested so to do by the Ecclesiastical Commissioners, and on the receipt of the sum of eleven thousand five hundred and eighty-seven pounds, thereby agreed to be paid by the said Ecclesiastical Commissioners, convey, assign, surrender and yield up unto them the said Ecclesiastical Commissioners, or to such person or persons, and by such conveyances and assurances in the law, and in such manner as the said Ecclesiastical Commissioners should direct, all the estate, right, title and interest whatsoever, of the said Lord Bishop, as from the eighth day of April one thousand eight hundred and forty-eight, of and in all and singular the estate and hereditaments mentioned and particularized in the said schedule thereunder written, freed and discharged of, and from all rights, titles, interests, incumbencies, claims and demands whatsoever, at any time theretofore, or to be thereafter made, created, suffered or occasioned by the said Lord Bishop, or any person or persons claiming through or under him, other than and except the indenture of lease in the said schedule mentioned, so far as the same is legally valid and subsisting, save and except such portion of the tithes in the said indenture mentioned, or of the tithe rentcharge, or tithe rentcharges, fixed on commutation thereof, as should be equivalent to the annual sum of one hundred pounds; and also, that he the said Lord Bishop would, on the request of the said Ecclesiastical Commissioners or their agent, deliver over to them, or to any other person or persons whom they might appoint, all counterparts of leases, terriers, rentals, maps, plans, and all other documents whatsoever, relating to, or in any way affecting the said estates and hereditaments, or any of them, which were then in his custody, possession or power, or which he could or might procure, without suit at law or in equity; and should and would afford to the said Ecclesiastical Commissioners all the information and assistance in his power when requested so to do, in order to their obtaining full knowledge respecting the said estate and hereditaments, and further, that he the said Lord Bishop would forthwith, under the statutes enabling him in that behalf, make over and assign to the perpetual curate of Horfield aforesaid, such excepted portion of tithe or tithe rentcharge aforesaid, by way of augmentation of his benefice, in such manner that such augmentation should take effect on and from the next presentation to such benefice by him the said Bishop or his successors, Bishops of Gloucester and Bristol; and the said Lord Bishop thereby covenanted and declared that he had not since the fourth day of February, one thousand eight hundred and seventeen, granted, and would not at any time thereafter grant, any renewed or other leases of any part of the said estates and hereditaments, or any grant or regrant of, or admission to any copyhold or customary hereditaments, nor exercise any other right of ownership, or other power or privilege whatsoever, in relation to the said estate and hereditaments; and it was thereby declared and agreed, that neither the now reciting agreement nor any deed or instrument to be executed in pursuance of the said now reciting agreement should operate to confirm or give effect to the indenture of lease, or to any other lease, grant, or regrant theretofore granted or expressed to be granted, of the said estate or hereditaments, or any part of them, which was or might be void or voidable at law or in equity, or in any way affect the right of the said Ecclesiastical Commissioners, and neither in their own names

or

or in that of the said Lord Bishop to recover from any person or persons whosoever, compensation for any then present or future waste or dilapidation in the said estate and hereditaments, or any parts thereof, but that the said Ecclesiastical Commissioners should be at liberty to take any procedings they might think fit, for the purpose of setting aside the said indenture of lease, or any such other lease, grant, or regrant, or on account of any such waste or dilapidations as aforesaid, either during the life or continuance of the incumbency of the said Lord Bishop, subject to the proviso next thereinafter contained, or after his death, or determination of his incumbency, in like manner as if the now reciting agreement or any such deed or instrument had not been executed: Provided always, that in case any proceedings should, during the lifetime or incumbency of the said Lord Bishop be taken by the said Ecclesiastical Commissioners in the name of the said Lord Bishop, for setting aside any such lease, grant, or regrant, or on account of any such waste or dilapidations as aforesaid, they the said Ecclesiastical Commissioners should indemnify and save harmless the said Lord Bishop, his heirs, executors and administrators against all losses, costs, charges and expenses which he might pay or incur, or to which he might become liable in consequence thereof, either under any express or implied covenant on his part, for the quiet enjoyment of the premises comprised in such lease, grant or regrant, or otherwise; and the said Lord Bishop did thereby further undertake and agree that the said Ecclesiastical Commissioners and their successors should have full power and authority, by themselves, or by any other person or persons to be from time to time appointed by them, and at the cost and charges of the funds vested in them, in virtue of their said office, to use the name and act as the attorney of the said Lord Bishop, in asking, demanding, suing for, recovering, and giving receipts for any rents or other sum or sums of money payable to them in respect of the said estate and hereditaments, and for settling and adjusting all accounts, matters and things relating thereto, and also for setting aside the said indenture of lease, and any other lease, grant or regrant theretofore granted, or expressed to be granted, of any part or parts of the said estate and hereditaments, and recovering possession of the same estate and hereditaments, or in any proceedings either at law or in equity relating to any waste or dilapidations as aforesaid: Provided always, that nothing therein contained should alter or affect the right or interest of the said Lord Bishop, in or to any advowson or rights of patronage, or presentation belonging to him, in right of his said see. The Schedule in the now reciting agreement, and before referred to, contains the following description:—All that the estate and manor of Horfield, in the county of Gloucester, and also the parsonages and vicarages of Horfield and Filton, in the same county; and all glebe lands, tithes and portions of tithes, messuages, tenements and hereditaments; and all and singular the rights, members and appurtenances to them or either of them belonging, as the same are expressed to be demised by a certain indenture of lease, bearing date on or about the fourth day of February, one thousand eight hundred and seventeen, made or expressed to be made between the Right Reverend William Lord Bishop of Bristol on the one part, and George Lempriere, in the said indenture of lease described, of the other part (except any advowson or right of patronage or presentation). And whereas it hath been agreed by and between the said parties to these presents, that the said recited contract or articles of agreement shall from henceforth be annulled and made void to all intents and purposes, and be of no effect whatsoever; and the said parties hereto restored to all their respective original rights, interests and capacities in respect of the property and premises therein comprised, as the same stood on the seventeenth day of April last, and as if the said contract and articles of agreement had never been made and executed; and the said parties have thereupon agreed to execute the mutual release as hereinafter contained. Now this indenture witnesseth, that in pursuance of the said agreement, and in consideration thereof, and of the release hereinafter contained, on the part of the said Bishop, they, the said Ecclesiastical Commissioners, for themselves and their successors, do by these presents fully, clearly and absolutely remise, release, and for ever quit claim unto the said Lord Bishop, his ~~successors~~, heirs, executors and administrators, the hereinbefore recited contract or articles of agreement entered into by the said Lord Bishop with the said Ecclesiastical Commissioners and all covenants, declarations, undertakings and agreements of the said Lord Bishop therein contained; and also all and all manner of actions, suits, cause and causes of action

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and suit, claims and demands whatsoever, at law and in equity, which they, the said Ecclesiastical Commissioners now have, or which they or their successors can, shall, or may at any time or times hereafter have, claim, challenge or demand upon or against the said Lord Bishop, his ~~successors,~~ heirs, executors or administrators, for or by reason or on account of the same contract or articles of agreement or any breach or default already committed or made, or which shall or may hereafter be committed and made therein, or for or by reason or means of any act, matter or thing in anywise relating thereto. And this Indenture also witnesseth, that in further pursuance of the said agreement, and in consideration of the release hereinbefore contained, he the said Lord Bishop, for himself, his ~~successors,~~ heirs, executors and administrators, doth by these presents fully, clearly and absolutely remise, release, and for ever quit claim unto the said Ecclesiastical Commissioners and their successors, the hereinbefore recited contract or articles of agreement entered into by the said Ecclesiastical Commissioners with the said Lord Bishop and all covenants, declarations, undertakings and agreements of the said Ecclesiastical Commissioners therein contained; and also all and all manner of action, suits, cause and causes of action and suit, sum and sums of money, claims and demands whatsoever, at law and in equity, which he the said Lord Bishop now hath, or which he or his ~~successors,~~ heirs, executors or administrators, can, shall, or may at any time or times hereafter have, claim, challenge or demand upon or against the said Ecclesiastical Commissioners, or their successors, for or by reason, or on account of the same contract or articles of agreement or any breach or default already committed or made, or which shall or may hereafter be committed and made therein, or for or by reason or means of any act, matter or thing in anywise relating thereto. In witness whereof the said Ecclesiastical Commissioners for England have caused their common seal to be affixed, and the said Lord Bishop hath hereunto set his hand, and caused his episcopal seal to be affixed the day and year first above written.

(L. S.)

(signed) *J. H. Gloucester* and *Bristol.*

Signed, sealed and delivered by the above-named James Henry Lord Bishop of Gloucester and Bristol, in the presence of (the word "successors" having previously been obliterated with a pen).

(signed) *John Burder.*

27, Parliament-street.

No. 148.

FROM *J. Stewart*, Esq. to the Secretary.

Manor of *Horfield.*

Sir, Copyhold Commission, 12 December 1850.

I AM directed by the Copyhold Commissioners to bring before you an application with respect to the above manor.

The lord and tenants have been for some time desirous of effecting an enfranchisement of the copyhold lands held of this manor, and have taken certain steps to effect it.

As the Ecclesiastical Commissioners have a reversionary interest in the manor, I am directed to bring these circumstances under their notice, and to request that they will state their assent or dissent to the proposed enfranchisement. In either case it will be the duty of the Copyhold Commissioners to see that the proper consideration for the enfranchisement is given. The consideration proposed in the present case consists of land which is to be vested in the lord of the manor in lieu of his manorial rights.

I am, &c.

(signed) *James Stewart*, Secretary.

No. 149.

From *J. M. White*, Esq. to the Secretary.

Dear Sir, 14, Whitehall-place, 23 December 1850.

1. In pursuance of the instructions received personally at the Board on the 19th instant, I have put myself in communication with the Copyhold Commissioners, who have favoured me with an inspection and copy of the agreement to enfranchise between the Bishop and Mr. Holt, (described as "the lessee and lord farmer of the manor") and the several copyholders of the manor. The consideration of the enfranchisement is land, each copyholder agreeing to convey such a portion of his copyhold tenement as shall be deemed a fair equivalent for the interest of the Bishop and his lessee. The consideration is to be fixed by two referees, whom I believe to be Mr. Woolley on the part of the Bishop and lessee, and Mr. Sturge of Bristol, on the part of the copyholders. In case of their difference the point is to be referred to the umpirage of the Copyhold Commissioners. I forward a copy of the agreement, to which I beg to refer you for details.

2. Looking at these provisions for adjusting the terms of enfranchisement, and having regard also to the statement in Mr. Stewart's letter, that the Copyhold Commissioners "would see that a proper consideration for the enfranchisement is given," the agreement seems framed on a principle at once just and reasonable, and well suited to secure the object of a fair equivalent. If therefore it were necessary for the Ecclesiastical Commissioners, as reversioners, to be parties to the agreement, it seems to be one which they might safely and properly execute.

3. But by the provisions of the Copyhold Commutation and Enfranchisement Acts, the parties having present interests are competent to carry out such an agreement without the intervention of the reversioner, under the authority of the Copyhold Commissioners; and it is in the discretion and option of the latter whether any notice shall be given to reversioners or not. Even when given (as by the courtesy of the Commissioners, it has in this case) the reversioners have no power of veto. Hence if the Board shall see fit to let the enfranchisement proceed without any intervention by them, it will be completed in due course by the parties to the agreement.

4. There are, however, some points to which I beg to call the attention of the Board in case they should think it right to submit them to the Copyhold Commissioners. I should have done so in any ordinary case, but in this of Horfield the proceedings which have already taken place lead me to pause before I venture either to act or forbear to act in regard to the carrying out of the agreement.

5. It will be observed that the manor has been leased since the arrangements for acquiring the Bishop's interest in the manor were put an end to, and the life on which the lease then depended having dropped, Mr. Holt had become the lessee. This necessarily calls to mind the opinion of the law officers in August 1848, where doubts are expressed as to the power to grant a lease for any longer period than the incumbency of the present Bishop. The doubts then existing are detailed at length in the case laid before the law officers, but it will also be seen that the Ecclesiastical Commissioners themselves never doubted the Bishop's right to grant a fresh lease. And what may be wanting in the statement in the case in this respect is supplied by the remarks of the Bishop on 28th July 1848, which were submitted to the law officers with the case. Nevertheless as the law officers, or some of them, (for in the solicitor's report of 19th August 1848, you will see there was a difference of opinion between them) still entertain the doubt, and advised notice of it to be given to the Bishop, it appears important that their opinion should be brought to the notice of the Board before they decide whether they will interfere or not in the matter of this enfranchisement.

6. Supposing it be determined to interpose, it should be without prejudice to any question of title or claim on the part of the Commissioners; and notice to that effect should be given both to the Bishop and Mr. Holt, the Commissioners having

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having been made aware of the existence of the lease by this agreement. I should add, that the Copyhold Commissioners have already advised the parties that they have brought it under the notice of the Board.

7. Subject to this question of title (which, however, is not one with which the Copyhold Commissioners have anything to do), I proceed to state the points to which I have alluded as requiring attention.

8. First. The effect of the agreement is that it admits the actual title of the copyholders to be good and unimpeachable. It is of course to be presumed that the copyhold grants, as they exist, are valid; but the contrary so often occurs, that the attention of the Bishop and his lessee and agent should I think be called to it, the Board having no means of ascertaining the fact, being only reversioners without access to the court rolls. I am the more induced, however, to mention this point, because when the agreement for purchase of the Bishop's interest was under consideration, great care was taken to guard against the Ecclesiastical Commissioners being precluded from its investigation, and from asserting their rights in case the existing grants should be found invalid or the copyholds in any way forfeited.

9. Secondly. Although the agreement is very properly for an entire and undivided enfranchisement, an equivalent being given for the whole of the lord's interest, it will be desirable to guard against any arrangements by which the interests of the Bishop and the lord farmer should become apportioned for his term. In an ordinary case, the Board would of course reserve as far as possible the right to judge of the value of its own interests, and would take care the lessee should not, in case of apportionment, have more than the interest which the term of his lease would warrant: indeed, an apportionment of this kind is equivalent to a forced sale of the reversion, and for obvious reasons ought not to be made without full assent and investigation.

10. Thirdly. Although the referees are parties on whom so much reliance can be placed, yet the Board may perhaps desire to have the opportunity of their own surveyor having the means of judging of the fairness and extent of the equivalent. But it might not be necessary to instruct their surveyor to interfere, or if they did, it might be on limited instructions; of this the Board would have the opportunity of judging if a stipulation or request were made that when the award or apportionment was prepared, it should be submitted for the consideration of the Board, who could then direct such inquiries to be instituted as they might see fit, and the Copyhold Commissioners could then be referred to if the occasion required it.

11. Lastly. As the copyholds are in the hands of so many proprietors, and the lands given as an equivalent must of necessity be in detached positions, it is of considerable importance that care should be taken, by means of exchange or otherwise, to consolidate the allotments so as to make the commuted estate as compact as possible. The powers of the Enclosure Commissioners would be of service in such a case, and doubtless the referees will avail themselves of these and all other facilities applicable to the purpose; but I allude to them not merely in reference to this case, but to every other where the Ecclesiastical Commissioners are interested, in order to point attention to the importance of their reserving the power of inquiry by their own surveyors, whether they ought to put that power in force or not.

12. I have written to the Copyhold Commissioners, stating that I have reported to the Board, and requesting that no final steps may be taken till the report shall have been considered, and further instructions given.

I remain, &c.
(signed) *John Meadows White.*

No. 149 *a*.

An agreement, made the day of in the year of our Lord one thousand eight hundred and fifty, between James Henry, by Divine permission Lord Bishop of Gloucester and Bristol, Lord of the manor of Horfield, in the county of Gloucester, of the first part; Thomas Stott, of the city of Gloucester,

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Gloucester, gentleman, lessee or lord farmer of the said manor, of the second part; the Copyhold Commissioners of the third part; and Henry Eugene Shadwell, of the city of Bath, esquire, one of the tenants of the said manor, of the fourth part; John Mitchell Eugene Taylor Shadwell, of (another of the tenants of the said manor), of the fifth part Catherine Maria Anne Hunt, of widow (late Catherine Maria Anne Vince, spinster) (another of the tenants of the said manor), of the said manor, of the sixth part; Eliza Naomi Davies, of widow (another of the tenants of the said manor), of the seventh part; the Reverend Henry Richards, of Horfield, in the county of Gloucester, clerk, (another of the tenants of the said manor,) of the eighth part; Edward Griffiths Richards, of gentleman, (another of the tenants of the said manor,) of the ninth part; the said Reverend Henry Richards, the father and natural guardian of his son Charles Henry Richards (another of the tenants of the said manor), and who is a minor, and which said Henry Richards is for the purposes of the Act of Parliament on this behalf substituted in the place of the said minor, of the tenth part; Richard Lambert, of gentleman (another of the tenants of the said manor), of the eleventh part; the Reverend Joseph Lambert, of clerk (another of the tenants of the said manor), of the twelfth part; the Reverend Henry Hugh Way, of Henbury, in the county of Gloucester, clerk, the father and natural guardian of his sons William Henry Bromley Way and Edward Daniel Way (two other of the tenants of the said manor), and who are minors, and which said Henry Hugh Way is, for the purposes of the Act of Parliament in this behalf substituted in the place of the said minors, of the thirteenth part; Exham Schomberg Turner Swyney, of esquire, a major in Her Majesty's army (another of the tenants of the said manor), of the fourteenth part; the Reverend Henry Hare, of in the county of Devon, clerk (another of the tenants of the said manor), of the fifteenth part; the said Reverend Henry Hare, the father and natural guardian of his son, Henry George Hare (another of the tenants of the said manor), and who is a minor, and which said Henry Hare is for the purposes of the Act of Parliament in this behalf substituted in the place of the said minor, of the sixteenth part; Thomas Hillier, of (another of the tenants of the said manor), of the seventeenth part; Thomas Hillier, the younger, of (another of the tenants of the said manor), of the eighteenth part; Ebenezer Bartholomew Wade, of (another of the tenants of the said manor), of the nineteenth part; John Wade, of (another of the tenants of the said manor), of the twentieth part; John Gayner, of Horfield, in the county of Gloucester, yeoman (another of the tenants of the said manor), of the twenty-first part; the said John Gayner, the father and natural guardian of his son Robert Heydon Gayner (another of the tenants of the said manor), and which said John Gayner is for the purposes of the Act of Parliament in this behalf substituted in the place of the said minor, of the twenty-second part; the Reverend Thomas Shaw Hellier, of clerk (another of the tenants of the said manor), of the twenty-third part; and the said Reverend Thomas Shaw Hellier, father and natural guardian of his son Thomas Shaw Hellier, the younger (the other of the tenants of the said manor), and who is a minor, and which said Thomas Shaw Hellier is for the purposes of the Act of Parliament in this behalf substituted in the place of the said minor, of the twenty-fourth part: Witnesseth, that in pursuance of the powers and authorities for that purpose given in and by the several Acts in force for facilitating the enfranchisement of lands of copyhold and customary tenure, and of all other (if any) powers in this behalf, and with the consent of the said Copyhold Commissioners, the said Lord Bishop and Thomas Stott do hereby severally agree with each of the several other persons parties hereto (except the said Commissioners), and each of such other persons, doth hereby agree with the said Lord Bishop in manner following (that is to say), for the enfranchisement of the tenement or tenements of each of the said tenants holden of the said manor by copy of court roll, according to the custom thereof, in consideration of a conveyance to be made by each tenant to the said Thomas Stott during the continuance of his said lease subject thereto, to the said Lord Bishop and his successors, of such portion or portions of each tenant's copyhold tenement or tenements as shall be equivalent in value to the present interest of the said Lord

Horfield Estate.

Bishop in such tenement or tenements, the value of such interest of the said Lord Bishop and the said Thomas Stott, and the value, locality and portion of each part so agreed to be conveyed to be ascertained and fixed in manner hereinafter mentioned (that is to say), the said value of the interest of the said Lord Bishop and the said Thomas Stott to be ascertained and fixed by
and the said value, locality and portion of each part to be conveyed, to be ascertained and fixed by on behalf of the said Lord Bishop, and on behalf of the said tenants; and in case of any disagreement between the said and
then the said last-mentioned values, localities and portions shall be ascertained and fixed by : provided nevertheless, that the subsequent consent of the Commissioners shall be requisite to the validity of every such ascertainment and fixing of value, locality and portion as aforesaid.

That the said Lord Bishop and tenants respectively shall be at liberty to give such evidence with regard to the premises as they shall think fit.

That the costs shall be in the discretion of the Commissioners, in pursuance of the statute in that behalf.

In witness, &c.

No. 150.

EXTRACT from the Minutes of Estates Committee, held Saturday, 4 January 1851.

Read,—A report (No. 149, *antea*) from Mr. J. Meadows White, respecting the enfranchisement proposed to be effected by the Bishop of Gloucester and Bristol and the tenants of the manor. Mr. White having at the same time personally explained his views upon this subject to the Committee, it was

Resolved,—That he be authorised to carry out the suggestions contained in his report, to communicate thereon with the Copyhold Commissioners, and also if necessary, to avail himself of the assistance of the surveyors.

No. 151.

FROM the Secretary to *J. M. White*, Esq.

Dear Sir, 5, Whitehall-place, 1 January 1851.

I AM directed by the Ecclesiastical Commissioners for England to authorise you to carry out the suggestions contained in your report hereon of the 23d ultimo, (No. 149, *antea*) and to communicate thereon with the Copyhold Commissioners; and also, if necessary, to avail yourself of the assistance of the surveyors.

(signed) *J. J. Chalk.*

No. 152.

EXTRACT of a Letter from the Bishop of *Gloucester* and *Bristol* to the Secretary.

Stapleton, 30 January 1851.

I WILL also answer the two letters (No. 156, *postea*) to Mr. White, their (the Commissioner's) solicitor, which I received from Mr. Holt three or four days ago. I could not do it sooner, not having at hand a necessary document, which was in the custody of my solicitor.

No. 153.

FROM the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 5 February 1851.

I HAVE received, by desire of the Ecclesiastical Commissioners, copies of two letters (No. 154, *postea*), addressed by Mr. White, their solicitor, one to Mr. Holt, the other to the secretary of the Copyhold Commission, relative to a proposed enfranchisement of all copyholds in the manor of Horfield.

In both his letters, Mr. White mentions in pointed terms, that the agreement for enfranchisement communicated by the Copyhold Commissioners, contained the first intimation which the Ecclesiastical Commissioners had received of Mr. Holt having become lessee, or lord farmer of the manor since it fell into my hands. Let me assure the Board that my silence upon this point, as well as upon my intentions respecting the property, proceeded from no want of due respect for them in their personal or their corporate character; and that under other circumstances I should have had pleasure in apprising and consulting them upon matters in which they might naturally feel interested (and such had been my original intention should the estate fall into my hands), but from the peculiar nature of what had passed, they will see that I could not, without impropriety, have made any communication to them respecting Horfield. An opinion of the law officers of the Crown, taken by the Commissioners, had thrown out an idea that in consequence of some words introduced into an order in Council, my right to lease this estate was "not free from doubt," and might possibly be contested; while on my part, I was advised and prepared to maintain that my rights were the same over this as over the other estates of the see. If under these circumstances I had submitted the lease, or any question respecting it to the Board, such a step, being contrary to custom, might have been deemed an admission that there existed some distinction between my rights in this case, and the general powers of the Bishop, sanctioned by the law; a position which I utterly deny and repudiate.

I am not fond of complaining, but one of Mr. White's letters obliges me to advert to the Commissioners' dealings with regard to Horfield, which he truly calls "peculiar." Not only is this the first estate belonging to any prelate, the reversion of which they ever appropriated, but it was done without any consultation or communication with myself; nor did I even know that it had ever been a topic of consideration at the Board, till I learned that its appropriation was a *fait accompli*, resolved upon at a meeting in the Ember week (December 1846), when the Bishops were necessarily absent on the business of their ordinations. The facts of the lease not having been renewed by me, and its being dependent upon one old life, being known to them through Mr. Murray, their late secretary, from whose machinations, in co-operation with a family connexion of his own (a person who had been for many years aiming at the possession of the property), all this scheme of intervention must be attributed. Afterwards, indeed, I was assured at the Board that the proposed measure was only a substitution of the commission in place of the next Bishop, and that it could in no way impair or alter my own rights, whereby I was withheld from opposing before the Council the order which was to ratify the scheme. Instead of testifying offence at a want of courtesy so much at variance with their ordinary practice, I took the opportunity which Mr. White mentions of promoting their wishes by an offer to convey to them at once my whole interest in the property, on terms which they were pleased to consider handsome and deserving of their thanks. The agreement made for this purpose was put an end to by a deed of mutual release, consequent upon the opinion given by the law officers of the Crown. In reply to a case submitted to them by Messrs. White and Murray, as solicitors to the Commissioners, Mr. White says they expressed an opinion that "it was doubtful whether the power existed in the Bishop to grant any renewal at all." Such are Mr. White's words, not those of the opinion, nor are they exactly equivalent. In reply to the question whether the Bishop possessed the ordinary power of leasing Horfield, the law officers say, "This question is not free from doubt; it depends upon the true construction of the Order in Council 370. If the operative words of that Order, and the schedule, describe the quality of the estate to be transferred in the next vacancy,

Horfield Estate.

viz. an estate subject to the lease thereinmentioned, the Bishop will not have the power of renewal; but if used merely to show what the lands are, then the power will remain in the Bishop, notwithstanding the Order in Council." Now, when it is considered that the Ecclesiastical Commissioners themselves, the authors of the scheme, which the Order in Council ratified, have repeatedly and most unequivocally declared both by their words and actions, that their object and intention was the latter of these two results, and that the words upon which the doubt is suggested, were words of surplusage introduced by the legal agents of the Commissioners themselves, the question appears to an ordinary apprehension already decided in my favour, particularly as neither the Commissioners nor the Queen in Council had the power of taking away the right over the estate with which the Legislature had invested me. Whoever maintains the opposite theory must also maintain that the Commission could by the same machinery deprive me of the right to renew any other lease, and thereby take away at their pleasure the main support of the bishopric.

Though I never entertained the least apprehension of such iniquity being confirmed by a judicial decision, yet I was too well aware of the astuteness of the legal agents of the Commission in discovering grounds for litigation, to doubt that they would turn to such account the hesitation expressed by the law officers. The letters of Mr. White prove that my apprehensions were not ill-founded. Any reference to the Commissioners respecting the lease or the enfranchisement, or any thing else appertaining to this property, being contrary to practice, would probably have been held as an acknowledgment of some power vested in that body, to allow or disallow my acts.

But this was not all. The late secretary had in his evidence before a Committee of the House of Commons in July 1848, first broached a vile fiction to the effect that I was prevented by some mysterious "special understanding" or "moral obligation" from dealing with the particular estate of Horfield manor, as the law permitted; thereby insinuating that I had offered to sell a right which I was myself incapable of exercising; he never having intimated such a notion to the Board at the various discussions respecting the purchase; at the same time he was well aware that the sole cause of my having refused to renew the lease was, my determination not to prolong a tenure which had proved an obstacle to all improvement of the neighbourhood. Though after much prevarication he was compelled to acknowledge that his theory was without any foundation in fact, yet by distorting the truth in some cases, and by direct misrepresentation in others, he so far succeeded as to induce one member to echo his insinuation in the House of Commons.

After all this, when the lease had fallen into my hands, and the opportunity was offered of promoting my different objects of public improvement, if I had hesitated to take the only step by which such views could be realized, it might have been believed that there existed some foundation for that figment of Mr. Murray. Without the lease I could not have undertaken the expensive process of increasing the landed property, by commutation of the signoral rights, improving it by tile-drainage, and by the erection of a farmhouse and other agricultural buildings; nor could I have secured the future endowment of the living from the tithe rentcharge (which by the bye the Commissioners, when it came into their hands, would not have had the power to effect), nor could I have prepared the way for certain ulterior views of improvement.

Mr. White's letters contain several protests on behalf of the Commissioners against being supposed to approve the claims or measures of myself or my lessee. I know not what may be the legal validity of such declamations; but I beg leave once for all to record my own emphatic protest against their interference in this scheme of commutation, or in anything else relating to Horfield manor, the rights of myself, my copyholders, or my lessee. I entertain full confidence in the integrity and judgment of the Copyhold Commissioners, who will, I believe and trust, do justice to the parties in this transaction, the Bishop, the lord farmer, and the copyholders; in them the property is vested. The claim of Mr. White to have the Ecclesiastical Commissioners admitted as a fourth party in the transaction, to have their solicitor and surveyor engaged, to have their lawyers heard upon their pretensions, and to obtain a separate allotment for their supposed

supposed independent rights, I utterly dispute, and if necessary, am prepared to resist. Horfield Estate.

The other parts of Mr. White's letter to the Copyhold Commissioners call for but little remark. He earnestly presses upon them the importance of ascertaining the validity of the several copyholders' titles to their respective tenements; in this desire I cordially agree; who can be more directly interested in this respect than the Bishop? Is it not evident that if any of the lands be held upon invalid titles, or otherwise than by legal grants, they must in right belong to the lord of the manor?

Some other points are mentioned in which the interests of the Commissioners are in fact identical with my own; as is indeed the case in all the contemplated operations for instance, the allotment to the lord of a just proportion of the land most eligible from its situation for building. The consolidation of his other allotments in such a manner as may make his property fitted for beneficial cultivation; the reasonableness of a due consideration of the great advantages accruing to the copyholder from this enfranchisement, are all of them points well considered, and entrusted to careful and experienced supervision; and I entertain good hopes that if the present attempt at intervention does not cause suspicion and prove destructive of confidence, the measures of which this enfranchisement is to be the first, will be the means of great improvement in the neighbourhood of Bristol, and that when the reversion comes to the hands of the Commissioners, they will find that this patrimony of the Church has been carefully fostered and considerably improved, and that too without having been, like so many other estates, a drain upon their resources.

I shall forward to the Copyhold Commissioners a copy of this letter, as an answer to that addressed to their secretary by Mr. White.

I am, &c.

(signed) *J. H. Gloucester* and *Bristol.*

No. 154.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5, Whitehall-place, 7 February 1851.

I have the honour to acknowledge the receipt of your Lordship's letter of the 5th instant, respecting the manor of Horfield, and will submit it to the Ecclesiastical Commissioners for England at the earliest opportunity.

I beg leave to mention that I have by this morning's post received a duplicate of the above letter, bearing date the 31st ultimo, which I infer to have been forwarded by mistake, and I accordingly return it herewith.

(signed) *J. J. Chalk.*

No. 155.

From the Secretary to *J. M. White*, Esq.

Dear Sir, 5, Whitehall-place, 11 February 1851.

I am to request that you will furnish for the information of the Commissioners copies of your recent communications (No. 156, *postea*) to the copyhold Board, and to the secretary of the Bishop of Gloucester and Bristol respecting the contemplated enfranchisement.

(signed) *J. J. Chalk.*

Horfield Estate.

No. 156.

From *J. M. White*, Esq., to the Secretary.

Sir, 14, Whitehall-place, 11 February 1851.

In accordance with your instructions of this date, I beg to hand you copy letter addressed to the Copyhold Commissioners, and also a copy of my letter to the Bishop's secretary, Mr. Holt, enclosing a copy of the former letter, and requesting him to call his Lordship's attention to it.

I remain, &c.
(signed) *John Meadows White.*

No. 156 *a*.

From *J. M. White*, Esq. to the Secretary to the Copyhold Commissioners.

14, Whitehall-place, and 35, Lincoln's-inn Fields,
Sir, 21 January 1851.

1. I am instructed by the Ecclesiastical Commissioners for England to thank you for giving them notice as lords of this manor, in reversion after the interest of the Bishop of Gloucester and Bristol in it has ceased, of his Lordship's intention, in conjunction with the copyholders and the present lord farmer of the manor, to effect a commutation by way of exchange for land of the lord's interests in the manor, and also for the copy of the proposed agreement with which you have favoured them.

2. It does not appear from the Copyhold Commutation Acts that, although the Ecclesiastical Commissioners have received this notice, they have any voice or veto in the matter; but they feel assured that any observations or objections they may make to the details of the proposed enfranchisement will have their due weight with the Copyhold Commissioners, who, as you state in your letter of the 12th ultimo, will see that the proper consideration for the enfranchisement is given, and on whom, in fact, the Legislature has cast that responsibility. And as there are some peculiarities in this case which the Copyhold Commissioners are not perhaps acquainted with, I beg to call their attention to the points to which I refer, in order that they may have their place in the future consideration of the case.

3. The case of the Horfield manor has for a very long period been under the consideration of the Ecclesiastical Commissioners, in whom it vests, when the incumbency of the present Bishop shall cease. This vesting is effected by an Order of the Queen in Council, gazetted the 18th June 1847, to which I beg to refer you. And you will see that by this Order the manor is described as being subject to a lease, dated 4th February 1817, and being so subject is declared to be severed from the see after the present incumbency.

4. The Ecclesiastical Commissioners, under the impression that, notwithstanding the severance, the Bishop retained the right to make a new lease of the manor when the lease of 1817 fell in, in the year 1847 entered into an agreement for the purchase of the Bishop's interest and right of renewal, but the agreement was annulled in consequence of the law officers of the Crown expressing an opinion that the Bishop did not possess the power to sell the contingent right of renewal which formed part of the interests contracted for, and that it was even doubtful whether the power existed in the Bishop to grant any renewal at all.

5. Since the agreement was thus put an end to, the last life in the lease of 1817 dropped, but the copy of the agreement for commutation, which the Ecclesiastical Commissioners have received from the Copyhold Commissioners, is the first notice they have had of a new lease having been granted, as they see that Thomas Holt, of the city of Gloucester, gentleman, is described as "lessee or lord farmer of the said manor of the second part." Beyond this statement the Ecclesiastical

Ecclesiastical Commissioners are not aware of the existence of such a lease, nor, of course, do they know its nature or purport; but it is my duty, on the part of the Ecclesiastical Commissioners, to give this notice to the Copyhold Commissioners, that, in the absence of such knowledge, they protest against being supposed to recognize the validity of any such lease, or the power of the Bishop to grant it, and hence, whilst the Ecclesiastical Commissioners by no means desire to object to a just and reasonable enfranchisement of the rights of seigniory in this manor, if desired by the Bishop, as the present lord of the manor, and the copyhold tenants, and if duly sanctioned by the Copyhold Commissioners, they acquiesce without prejudice to their own rights or title, and request the Copyhold Commissioners will deal with the case as subject to such protest. Horfield Estate.

6. In like manner it is of great importance that the Copyhold Commissioners should be satisfied that the copyhold tenants have right and title to effect the proposed commutation or enfranchisement. Ordinarily speaking, the existing copyhold grants would be presumed to be valid, but if they be not, the lords in reversion would have the power to question them when their estate came into possession. The Ecclesiastical Commissioners do not say that the grants to the present tenants are invalid, but they may be affected by any defect in the title of the present lord or lord farmer and lessees; and as the fact of the proposed commutation assumes that all the existing grants are valid, and as, if invalid, the title to the land proposed to be taken in exchange by the present lord and lord farmer and lessee, might be invalid also, the Ecclesiastical Commissioners also protest against being considered to admit the validity of these titles, and they request the Copyhold Commissioners to take notice of this point also, and that the Ecclesiastical Commissioners deal with the case without prejudice to their right to investigate and deal with that point as they may be advised.

7. Subject to these questions, there are one or two points of detail to which you will have the goodness to call the attention of the Copyhold Commissioners.

8. The first is, the parish of Horfield is so situated from its proximity to Bristol, that a considerable portion of it is capable of being converted into building ground. Thus it could not be to any advantage whilst the copyhold tenure remained, and this fact is probably a moving cause of the proposed enfranchisement; but it must be borne in mind that the power to effect this improvement would have been enjoyed by the Ecclesiastical Commissioners, when their reversion vested in them, as it would have been in their option to have refused renewal of the copyhold grants, as they respectively fell in. In considering therefore, the equivalents to be given by each tenant for the lord's rights in his copyhold, the very material fact ought to be borne in mind that the reversioners (who would survive the copyhold grants) would alone give such a value to the land; the interest of both lord, lessee, and copyholder in possession, is therefore confined to the acceleration of estate, which their concurrence in the enfranchisement might give to the reversioner.

9. Subject to this last-named consideration, it is submitted to the copyhold Commissioners, that the Ecclesiastical Commissioners for England are entitled to an allotment as possessing a distinct and separate interest in the manor, independent of the present lord and his lessee, and which they could neither of them at any time possess or enjoy. This is a point which on the part of the Ecclesiastical Commissioners I beg to reserve for the consideration of the Copyhold Commissioners before they finally adjudicate on the case, or put their seal to the pending agreement.

10. In further reference to the question of part of the manor being building ground, I beg to point out, that the fact of admitting the copyholders to a like benefit, is also to be taken into account, as they would doubtless avail themselves of it, and *pro tanto* diminish the advantage otherwise belonging to the lord and his lessee.

11. It appears also from the agreement, that there are 21 tenants of the manor, each of whom gives a portion of his copyhold tenement in exchange with the lord. It seems obvious, therefore, that the contemplated arrangements should embrace a consolidation of these estates, by exchange or otherwise, so that the lord may receive a compact estate, capable of being readily and usefully

Horfield Estate.

let and held, with a proper regard to its being a building locality under the circumstances above set forth.

12. In order to bring these points fully before the Copyhold Commissioners, and enable them to deal with them as they desire to do, with justice to all parties, the Ecclesiastical Commissioners would submit that their land agents, Messrs. Clutton, might either be associated with the referees, who are to have the charge of fixing the equivalents, or that such notice might be directed by the Copyhold Commissioners, to be given to the Ecclesiastical Commissioners, as would enable them to watch the case efficiently in its various stages, and to be heard, if necessary, before the Copyhold Commissioners, on any point where their intervention would seem necessary.

13. The Ecclesiastical Commissioners neither desire to put the parties to any needless additional expense, nor to be put to it themselves, but considering that they are charged by the Legislature with the trust of protecting this property for highly important and public objects, they conceive that the intervention of their agents might be permitted as part of the general expenses of the enfranchisement, and which (subject to the points above reserved) they are ready to give any facility in their power.

14. I beg to add, that I purpose sending a copy of this letter to Mr. Holt, with a request that he will communicate with the Bishop on the subject without delay.

I remain, &c.

(signed) *John Meadows White,*

Solicitor to the Ecclesiastical Commissioners for England.

No. 156 *b.*

From *J. M. White*, Esq., to *T. Holt*, Esq.

Dear Sir, 14, Whitehall-place, 22 January 1851.

The Copyhold Commissioners have given notice to the Ecclesiastical Commissioners for England of the pending negotiations and proceedings for the above enfranchisement; and by the instructions of the latter, I obtained a copy of the proposed agreement, and after reporting on it, have addressed to the Copyhold Commissioners the communication of which I now beg to forward a copy (No. 156 *a*).

The agreement in question is the first notice which the Ecclesiastical Commissioners have had of the manor having been farmed, since the lease mentioned in the Order in Council of 18th June 1847, fell in; and having reference to the opinion of the law officers of 18th August 1848, of which, I believe, a copy was forwarded to the Bishop, intimating doubts as to the Bishop's right to renew, I beg to say on the part of the Ecclesiastical Commissioners, that the communication to the Copyhold Commissioners, and the present letter to yourself, are entirely without prejudice, and are not to be taken as an acquiescence in the power or right to grant the lease, of which I gather from the agreement you are the grantee.

I am sure you will understand that there is not only no desire to interfere with the rights of the Bishop, but an anxiety on the part of the Ecclesiastical Commissioners to treat them with all the respect which his Lordship is indisputably entitled to; and you will also have the goodness to explain to his Lordship that the precaution which the Ecclesiastical Commissioners have instructed me to take in this matter, arises of necessity from the tenor of the opinion of the law officers, to which I have already alluded.

In regard to your being the lessee, or lord farmer, you will of course consider the remarks made as to the right of the Bishop to renew, as applicable to the interest you may claim under the lease, whatever that may be; and I therefore write without prejudice in that respect also. Addressing you, therefore, as lessee, as well as secretary to his Lordship, I beg to say that, subject to what I have said both in this letter and in the letter to the Copyhold Commissioners,

I am

I am instructed by the Ecclesiastical Commissioners to aid as far as may be necessary in the arrangement with the tenants, and I should be glad of your opinion on the points which I have raised as to the equivalents to be given for enfranchisement. I also trust there will be no objection to Mr. Clutton having an early opportunity of ascertaining how these equivalents are to be settled. Horfield Estate.

Any further explanation I shall be glad to give, and

I remain, &c.
(signed) *John Meadows White,*

No. 157.

Extract from Minutes of Estates Committee, held 12 February 1851.

Read,—A letter (No. 153, *antea*) from the Bishop, with reference to the communications (No. 156, *antea*) addressed to Mr. Holt, his Lordship's secretary, and lessee of the estate, and to the Copyhold Commissioners, by Mr. Meadows White, under the directions given by the Commissioners on the 8th January last, with reference to the contemplated enfranchisements and commutation of seignorial rights.

Resolved,—That the secretary do acquaint the Bishop that the Commissioners had no intention whatever of causing inconvenience or annoyance to his Lordship in the matter; but that in their character of trustees, the Commissioners felt it to be their duty to see to their reversionary interest in the property, and that it be suggested that if his Lordship would kindly allow Messrs. Clutton, their land agents, the opportunity of judging of the details of the arrangement which may be proposed, the matter might be easily disposed of to the satisfaction of all parties.

No. 158.

From the Secretary to the Bishop of *Gloucester* and *Bristol*.

My Lord, 5, Whitehall-place, 14 February 1851.

I have submitted to the Commissioners your Lordship's letter of the 5th instant (No. 153, *antea*), relative to the communications made by Mr. Meadows White to Mr. Holt, and to the Copyhold Commissioners, with reference to the contemplated enfranchisement and commutation of seignorial rights in the manor of Horfield; and I am directed to assure your Lordship that the Commissioners had no intention whatever of causing inconvenience or annoyance to your Lordship in this matter.

In their character of trustees, the Commissioners felt it to be their duty to see to their reversionary interest in the property, and they desire me to suggest that if your Lordship would kindly allow Messrs. Clutton, their land agents, the opportunity of judging of the details of the arrangement which may be proposed, the matter might be easily disposed of to the satisfaction of all parties.

(signed) *J. J. Chalk.*

No. 159.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Stapleton, 24 February 1851.

Continued business has prevented my answering sooner your letter of February 14th, respecting the Horfield enfranchisement.

I beg you to return my sincere thanks to the Ecclesiastical Commissioners for the kind and courteous tone and purport of their communication, and to assure them that it would have given me the greatest pleasure to have acceded to their request in admitting their surveyors to a cognizance of the proposed details of enfranchisement, had not the letter of Mr. White, their solicitor, to

the Copyhold Commissioners made it impossible. That letter, among other matters of an objectionable nature, contained a threat of hereafter questioning my right to lease the estate, and disputing the validity of transactions under such lease. This compelled me to enter my protest against the interference of the Commissioners or any of their agents in the business of the enfranchisement, or anything else concerning the manor. This protest made to the Copyhold Commissioners and the copyholders, it is impossible for me to withdraw.

I have already said, that in this matter of enfranchisement and commutation, the interests of the Commissioners are, in my view, completely identified with my own, and on that ground I should naturally be desirous of hints, advice or assistance which could strengthen my case for adequate compensation for manorial rights, present and prospective; but a question of right is involved, and any concession on my part would be passed by Mr. White into an admission that there existed a distinction between my episcopal rights in the case of Horfield, and of the other properties of the see, which position on my part I strenuously deny.

That I have no fear of the ultimate decision of the question which the Commissioners will be advised to try, is proved by my embarking upon an extensive and costly scheme of improvement of the property; but an action carried on through half of the courts of Westminster, with the pecuniary means of the Commissioners, is a formidable thing, since even success is very costly.

At present, Mr. White's ground is nothing but certain words in an Order in Council put in by the surveyors or secretary of the Commission and consequently must be a plea founded on the wrong doing of the party by which it is advanced. Any concession which should give the Board a *locus standi* in this matter, would be no inconsiderable assistance towards so feeble and so unsound a pretension.

I am, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 160.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5, Whitehall-place, 25 February 1851.

I have the honour to acknowledge the receipt of your Lordship's letter of yesterday's date, respecting the Horfield manor enfranchisement, which shall be laid before the Ecclesiastical Commissioners for England at the earliest opportunity.

(signed) *J. J. Chalk.*

No. 161.

Extract from Minutes of Estates Committee, held 26 February 1851.

Read,—A letter (No. 159, *antea*) from the Bishop, explaining his reasons for declining to communicate to the Commissioners' agents the details of the proposed arrangement for enfranchising the copyholds of this manor, &c., as proposed by the Committee on the 19th instant.

Resolved,—That the Bishop be informed that Mr. White's communication was not intended, as his Lordship appears to apprehend, to obtain from him an admission of any fact connected with his Lordship's right to lease the manor.

That the Commissioners (as entitled to the reversion) have a direct interest in guarding against any injury to the estate from the acts of the party in possession, but that the view which his Lordship takes as to the identity of his interest with that of the Commissioners, entirely satisfies them that no arrangement will be approved by his Lordship or sanctioned by the Copyhold Commissioners with respect to the enfranchisement of copyholds, which can prejudice the rights of the Commissioners.

No. 162.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5, Whitehall-place, 28 February 1851.

I have submitted to the Commissioners your Lordship's letter of the 24th instant, (No. 159, *antea*) respecting the manor of Horfield, and am directed in reply to assure you, that Mr. White's communication was not intended, as you appear to apprehend, to obtain from your Lordship an admission of any fact connected with your Lordship's right to lease the Horfield manor.

The Commissioners (as entitled to the reversion of the manor) have a direct interest in guarding against any injury to the estate from the acts of the party in possession; but the view which your Lordship takes as to the identity of the interest of your Lordship and the Commissioners, satisfied them that no arrangement will be approved by your Lordship or sanctioned by the Copyhold Commissioners, with respect to the enfranchisement of copyholds, which can prejudice the rights of the Commissioners.

(signed) *J. J. Chalk.*

No. 163.

From the Secretary to *J. M. White*, Esq.

Dear Sir, 5, Whitehall-place, 7 March 1851.

The Commissioners have now determined to leave the contemplated arrangements with respect to enfranchisement, &c. in the hands of the Bishop of Gloucester and Bristol, and you need not therefore take any further steps in the matter at present.

(signed) *J. J. Chalk.*

No. 164.

From the Bishop of *Gloucester* and *Bristol* to *J. J. Chalk*, Esq.

Sir, Hombourg, 25 July 1851.

I shall feel much obliged to you if you will take the earliest opportunity of laying the accompanying paper before the Board or the estates committee. When you have done so, you will perhaps be so good as to apprize me by a line to 13, Dean's-yard, Westminster, but I cannot keep up a correspondence while moving about in Germany,

I have directed Mr. Murray of Albermarle-street, to send you copies of a pamphlet called "Document respecting Horfield," which is referred to in my address to the Commissioners.

If the Commissioners wish his assistance, I am sure that Mr. Holt, the lessee of Horfield, will render them any service in his power.

Yours, &c.
(signed) *J. H. Gloucester* and *Bristol.*

No. 164 *a.*

From the Bishop of *Gloucester* and *Bristol* to the Ecclesiastical Commissioners.

Hombourg, 25 July 1851.

When making my last communication to the Secretary of the Ecclesiastical Commissioners on the subject of Horfield manor, I was under an impression, produced by a letter of their solicitor, that they meditated contesting in a court of law or of equity the validity of the lease granted by me of the estate of Horfield manor for three lives. The opinions expressed in both Houses of Parliament in the late

Horfield Estate.

late discussions upon Horfield, make me think that this idea, if ever seriously entertained, must now be abandoned. If I am wrong in this notion, no attention need be given to the rest of the present communication, since the validity of my act is a point which I cannot concede or compromise.

I would respectfully invite the attention of the Commissioners to the position in which I found myself when the estate fell into my hands, on the death of Dr. Shadwell, the last nominee, two years ago. I have directed copies to be sent to the Commissioners of a collection of documents respecting Horfield, which I have just published. In page 10 will be seen in what way I had promised to employ the money, which it had been settled in 1848 that I was to receive for my interest in that estate. That design was quashed at the time; but when the power of effecting similar purposes, though in a different way, became mine, I felt that the obligation had revived, and that I was bound by duty to my diocese, and by every right principle, to adopt the requisite measures. I had besides declared my wish to promote, if possible, the improvement of the neighbourhood of Bristol, by liberating the parish of Horfield from copyhold tenure. For this and for other undertakings it was indispensably necessary to obtain such an extent of possession as the law admitted. Knowing the importance of effecting these different purposes while myself able to superintend them, I lost not a day in putting them into execution. I began immediately a system of tile-draining on the demesne lands, and I proposed to the copyholders a scheme of enfranchisement, by which the seignorial rights were to be commuted for a portion of the land of each copy. In obtaining the concurrence of all the copyholders to this principle, there was a little difficulty and delay; some wishing to commute for a money payment, and others desiring to have vacant lives filled up, both which I declined. The matter, however, has been before the Copyhold Commissioners for some months, and retarded, as I am told, by the necessity of obtaining the determination of the Board on certain manorial questions. I have been constant and urgent in begging dispatch, as the completion of this business is essential to my next step; this will be to divide the lease into two; one part consisting of the land eligible for building; the other of the arable and dairy land. I then intend to solicit the concurrence of the Ecclesiastical Commissioners, to exchange the first for a lease for a long term of years, on such conditions as they may approve.

With regard to the proceeds of the property, my view is to dispose of them upon principles similar to those which I contemplated when the sale was in agitation. It was then intended to augment the living of Horfield with 100 *l.* a year from the tithe rentcharge. I now propose to assign to the spiritual care of the parish the whole of the rentcharge. My interest in the lands, and that of the lessee, I wish to transfer to trustees, for the benefit of my diocese; one-half for the erection of parsonages on livings under 200 *l.* a year, the other half for diocesan purposes, which I do not specify until I have had an opportunity of consulting the opinions and wishes of my clergy.

I should say, that, though I have not yet had any proceeds from the estate, I have began to carry into practice the first object mentioned, for procuring parsonage houses on the small livings constituted under Sir Robert Peel's Act.

Believing that my views coincide exactly with those for the realization of which the Ecclesiastical Commission was constituted, I venture to hope that the Commissioners will approve and promote the scheme which I have sketched; and if so, that they will give their attention to it before they separate this summer. There is nothing in the plan which cannot be easily effected, if I am able myself to execute the necessary deeds. But I cannot help seeing that it will be hazardous to commit so complex a matter to testamentary provisions. If the Commissioners will be pleased to suggest any course of proceeding compatible with my views, I shall have every disposition to concur; but in my present state of health, and absent from all books and papers, and from men of business, I cannot undertake to discuss or correspond at all upon the details.

In the proposed arrangement of 1848, which did not take effect, it was settled that the money should be vested in five trustees, being the Bishop of Gloucester and Bristol, the two Deans, and the two Archdeacons of the diocese. I now doubt whether such a trust would be convenient, considering the probability that

that the see may hereafter be divided. I should wish to be favoured with the suggestions of the Commissioners on this subject, only adding that it appears proper that one of the trustees should be my son, Charles James Monk, a barrister of Lincoln's inn, who will have a natural desire to see the views and wishes of his father duly fulfilled. Horfield Estate.

(signed) *J. H. Gloucester* and *Bristol.*

No. 165.

Extract from Minutes of General Meeting, 31 July 1851.

Read,—A communication (No. 164, *antea*) from the Bishop of Gloucester and Bristol relative to his intentions as to the future management and disposal of the Horfield estate.

Resolved,—That the receipt of the Bishop's liberal offer be acknowledged, and that he be acquainted with the Commissioners' intention to take immediate steps for communicating with Mr. Holt according to his Lordship's suggestion, so as to enable them to enter fully into the questions which will arise, and to acquaint him with the result of their deliberations.

Confirmed 7 August 1851.

No. 166.

From the Secretary to the Bishop of *Gloucester* and *Bristol.*

My Lord, 5, Whitehall-place, 31 July 1851.

I am directed by the Ecclesiastical Commissioners for England to acknowledge the receipt of your Lordship's liberal offer respecting Horfield, and to acquaint you that the Commissioners will take immediate steps for communicating with Mr. Holt, according to your Lordship's suggestion, so as to be able to enter fully into the questions which will arise.

I am to assure your Lordship that no time shall be lost in communicating to you the result of their deliberations.

(signed) *James J. Chalk.*

No. 167.

From the Secretary to *Thomas Holt*, Esq.

Dear Sir, 5, Whitehall-place, 31 July 1851.

The Bishop of Gloucester and Bristol having recently made a communication (No. 164, *antea*) to the Ecclesiastical Commissioners for England respecting his Lordship's intentions as to the future disposal and management of the estate of Horfield, and having referred them to you for further information as to his views, I am directed to request that you will, if convenient, attend here at 12 o'clock on Tuesday next, the 5th August, in order to communicate with the Commissioners on the subject. If you should not be able to attend at the above-mentioned time, perhaps you will let me know when you can do so.

(signed) *James J. Chalk.*

Horfield Estate.

No. 168.

From *J. Stewart*, Esq. to the Secretary.

Copyhold Commission, Somerset-house,
Sir. 21 October 1851.

I am directed by the Copyhold Commissioners to send to you a copy of the award made in the proposed enfranchisement of lands in the above manor.

The Copyhold Commissioners are quite satisfied that the lands to be given to the lord of the manor are a sufficient equivalent for his manorial rights; and if the Ecclesiastical Commissioners are of the same opinion, it will be of great importance to the parties that permission should be given to prepare the conveyances on the basis of the award; as until the award is so far adopted the lands included in the enfranchisement are comparatively useless and cannot be let.

I am, &c.
(signed) *James Stewart.*

No. 168 *a*.

Certificate of Valuers as to Value of the Lord's Interest in the Copyholds, &c.

Whereas by an Agreement bearing date the eleventh day of February, one thousand eight hundred and fifty-one, one part whereof is under the hands of the Right Reverend James Henry, by Divine permission Lord Bishop of Gloucester and Bristol, lord of the manor of Horfield, in the county of Gloucester, and Thomas Holt Lord, farmer of the said manor; and the other part whereof is under the hands of Henry Eugene Shadwell, John Mitchell, Eugene Taylor Shadwell, Catherine Maria Anne Hunt, The Reverend Henry Richards, Edward Griffith Richards, Charles Henry Richards, Richard Lambert, the Reverend Richard Joseph Farran Lambert, William Henry Bromley Way, Edward Daniel Way, Exham Schomberg Turner Swyney, the Reverend Henry Hare, Henry George Hare, Thomas Hillier, Thomas Hillier the younger, John Gayner, and Robert Heydon Gayner, who are severally tenants of the said manor, or under the hands of the guardians of such of the said tenants as were minors, and approved under the hand and seal of the Copyhold Commissioners; it is witnessed, that in pursuance of the powers and authorities for that purpose given in and by the several Acts in force for facilitating the enfranchisement of lands of copyhold and customary tenure, and of all other (if any) powers in that behalf, and with the consent of the said Copyhold Commissioners, the said Lord Bishop and the said Thomas Holt did thereby agree with each of the several other persons parties to the said agreement, except the said Commissioners, and each of such other persons did thereby agree with the said Lord Bishop and the said Thomas Holt for the enfranchisement of the tenement or tenements of each of the said tenants, holden of the said manor by copy of court roll, according to the custom thereof, in consideration of a conveyance to be made by each tenant to the said Thomas Holt during the continuance of his lease, and subject thereto to the said Lord Bishop and his successors, of such portion or portions of each tenant's copyhold tenement or tenements as should be equivalent in value to the then interest of the said Thomas Holt, under his said lease, and subject thereto of the said Lord Bishop and his successors in such tenement or tenements the value of the interest of the said Thomas Holt, under his said lease, and subject thereto, of the said Lord Bishop, to be ascertained and fixed, and also the value, locality, and portion of each part of each tenant's copyhold tenement or tenements so to be conveyed, to be ascertained and fixed by Thomas Smith Woolley, of South Collingham, in the county of Nottingham, esquire, on behalf of the said Thomas Holt and the said Lord Bishop, and by Jacob Player Sturge, of the city of Bristol, land surveyor, on behalf of the said tenants: and in case of any disagreement between the said Thomas Smith Woolley and Jacob Player Sturge, then the said last-mentioned

value,

Horfield Estate.

value, localities, and portions to be ascertained and paid by some competent person, to be nominated and appointed by the said Copyhold Commissioners; provided nevertheless, that the subsequent consent of the Commissioners should be requisite to the validity of every such ascertainment and fixing of value, locality, and portion as aforesaid. Now we, the said Thomas Smith Woolley and Jacob Player Sturge, having undertaken the valuation, location, and partition aforesaid, do hereby certify that we have ascertained and fixed the value of the interest of the said Thomas Holt, under his said lease, and subject thereto, of the said Lord Bishop and his successors, in the tenement or tenements of each of the before-mentioned tenants, holden of the said manor of Horfield by copy of court roll; and that (subject to our special certificate hereinafter contained in respect to the tenements called "Hughes," and "The Quabb," and "Merefield Estate,") we have ascertained and fixed the value, locality, and portion of each part of each such tenant's copyhold tenement or tenements to be conveyed to the said Thomas Holt, during the continuance of his said lease, and subject thereto, to the said Lord Bishop and his successors, as the consideration for the aforesaid enfranchisement. And that we have in the first Schedule hereunto annexed set out the particulars of the tenement or tenements holden of the said manor by each of the before-mentioned tenants, the value of such tenement or tenements, the value of the interest of the said Lord Bishop and Thomas Holt, and the said tenants respectively therein, and the division of such tenements between the said Lord Bishop and Thomas Holt, and each of the said tenants respectively, in respect of their aforesaid interests; and that we have, in the second Schedule hereunto annexed, set out the description, situation, and quantity of the lands so allotted to the said Lord Bishop and Thomas Holt, and each of the said tenants respectively, in respect of their aforesaid interests. And with regard to the said tenements called "Hughes" and "The Quabb," and "Merefield Estate," we do further certify, that the terms of enfranchisement fixed by the hereinbefore recited agreement are inapplicable to the enfranchisement of such estates respectively, in consequence of Eliza Naomi Davies, the tenant in possession of the said tenements called "Hughes" and "The Quabb," having refused to join in the said enfranchisement, and that the conveyance of a part of the tenement called "Merefield Estate," equivalent in value to the interests of the said Lord Bishop and the said Thomas Holt therein, cannot be made without destroying the value of the remaining part of such tenement; and that therefore we have, at the request of the said Lord Bishop and the said Thomas Holt, and the tenants of such tenements, parties to the said agreement respectively, taken into our consideration what equivalent may, under the Acts authorizing the enfranchisement of land of copyhold tenure, as between the said Lord Bishop and Thomas Holt on the one part, and the tenants of such tenements respectively on the other part, be given by the said tenants to the said Lord Bishop and Thomas Holt as the consideration for the enfranchisement of such tenements respectively. And that in the said second Schedule hereunto annexed, we have set out the particulars of the consideration fixed by us as equivalent to the interests of the said Lord Bishop and the said Thomas Holt in such tenements respectively, and to be given by the said tenants respectively to the said Lord Bishop and Thomas Holt for the enfranchisement of the same. And lastly, we do hereby certify, that in the map or plan hereunto annexed we have shown the extent and position of the land to be conveyed to the said Lord Bishop and Thomas Holt as the consideration for the enfranchisement aforesaid, and have distinguished it by a yellow tint, and also the extent and position of the land to be enfranchised to the before-mentioned tenants respectively.

Witness our hands the fifteenth day of October, in the year of our Lord one thousand eight hundred and fifty-one.

(signed) *Thomas Smith Woolley.*
Jacob P. Sturge.

Horfield Estate.

SCHEDULE No. 1.

MANOR of *Horfield*, in the County of *Gloucester*.

Showing the particulars of the several Copyhold Tenements, the Value of each Tenement, the Value of the Interest of the Lord Bishop and Thomas Holt, and the Copyholders, respectively therein, and the division of the Tenements between the parties aforesaid, according to their respective interests.

The proportions are taken on the calculations of De Morgan, as sanctioned by the Copyhold Commissioners, with an addition of the value for holding six months after the expiration of each interest, which was not taken into account in his calculations.

Henry Eugene Shadwell, tenant in possession, aged 66, his wife 66; J. M. E. T. Shadwell tenant in reversion, aged 30, unmarried:—

	A.	R.	P.	A.	R.	P.	
Usher's Tenement - -	55	2	28				
Codrington's - - -	65	2	35				Quit rents paid 7*l.* 5*s.* 9*d.* per annum; heriots, best goods.
Thomas's - - -	19	2	22				
Bennett's - - -	6	2	24				
The Ship - - -	61	0	39				Goods estimated at 10*l.* each heriot, except on Bennett's, 5*l.*
Late Andrews's - -	22	3	7				
Dymock's - - -	63	2	31				
Austin's, in Fitton - -	62	1	24				
				357	3	10	

Catherine M. A. Hunt, tenant in possession, aged 58 (whose interest has been purchased by H. E. Shadwell), and the said J. M. E. T. Shadwell, tenant in reversion:—

	A.	R.	P.	A.	R.	P.	
Quarrington's - - -	30	1	24				Quit rent paid, 11*s.* 4*d.* per annum. Heriot, best goods taken at 10*l.*
				30	1	24	

J. M. E. T. Shadwell, tenant in possession, aged 30; E. S. T. Swiny, tenant in reversion, aged 44, both unmarried:—

	A.	R.	P.	A.	R.	P.	
Coombe's Parcel - -	11	3	28				Quit rent paid, 1*l.* 15*s.* 7*d.* per annum. Heriots, best goods taken at 5*l.* for Coombe's parcel, and 10*l.* for late Elizabeth Knapps.
Late Elizabeth Knapps, in Filton - - - -	65	2	20				
				77	2	8	
			As.	465	3	2	

These several tenements have been, by the consent of the parties, taken as one.

		£.	*s.*	*d.*		LAND. £.	*s.*	*d.*	BUILDINGS. £.	*s.*	*d.*
1	The total value of H. E. Shadwell's is -				Horfield -	19,001	13	4	3,686	–	–
2	„ ditto - - -				Filton -	2,594	1	8	144	–	–
3	„ Mrs. Hunt's - -				- - -	2,941	4	4	80	–	–
4	„ J. M. Shadwell's -				Horfield -	782	2	6	100	–	–
5	„ ditto - - -				Filton -	2,865	2	–	100	–	–
						28,184	3	10	4,110	–	–
						4,110	–	–			
						32,294	3	10			
1	Value of quit rents - -	170	17	6							
2	„ - - -	44	11	4							
3	„ - - -	17	–	–							
4	„ - - -	12	11	3							
4	„ - - -	38	1	10							
					283	1	11				
1	Value of heriots - -	87	15	–							
2	„ - - -	13	10	–							
3	„ - - -	9	10	–							
4	„ - - -	3	–	–							
5	„ - - -	6	–	–							
					119	15	–				
								402	16	11	
					£.			27,781	6	11	

VALUE of respective Interests.

		Value of Copyholder's Interest.		Value of Bishop's Interest.
		£.		£.
H. E. Shadwell, Horfield, Land -	18,743·042 × 7·22 =	13,532·476	18,743·042 × ·278 =	5,210·566
Ditto - - ditto - Buildings	3,686· × ·8318 =	3,066·020	3,686· × ·1682 =	619·988
Ditto - - Filton - Land -	2,536·017 × ·722 =	1,831·004	2,536·017 × ·278 =	705·013
Ditto - - ditto - Buildings	144· × ·8318 =	119·779	144· × ·1682 =	24·221
Mrs. Hunt, Horfield - Land -	2,914·717 × ·7152 =	2,084·605	2,914·717 × ·2848 =	830·111
Ditto - ditto - - Buildings	80· × ·8186 =	65·488	80· × ·1814 =	14·512
J. M. Shadwell, Horfield, Land -	766·562 × ·7298 =	559·436	766·562 × ·2702 =	207·125
Ditto - - ditto - Buildings	100· × ·8323 =	83·230	100· × ·1677 =	16·770
Ditto - - Filton - Land -	2,821·008 × ·7298 =	2,058·772	2,821·008 × ·2702 =	762·236
Dito - - ditto - Buildings	100· × ·8323 =	83·230	100· × ·1677 =	16·770
Total of Copyholders' Interests - - - - - £.		23,484·040	£.	8,407·304
Lands allotted, per schedule - 296A. 1R. 0P.			Quit rents - -	283·096
			Heriots - - -	119·750
			Total of Bishops' Interest - - - - - £.	8,810·150
			Lands allotted, per schedule - 169A. 2R. 12P.	23,484·040
			Total Value - - - £.	32,294·190

Elizabeth Naomi Davies, tenant in possession, aged 54; J. M. E. T. Shadwell, tenant in reversion, aged 34:—

	A.	R.	P.
Hughes's tenement - - -	42	2	3
Quab - - - - - -	17	3	0
As.	60	1	3

Quit rent paid, 1*l.* 4*s.* 6*d.* Heriots, best goods, equal to 10*l.* and 5*l.*

		£.
Value of land - - -		3,978·667
Quit rents - -	36·75	
Heriots - - -	14·25	
		51·000
Net Value of Land - - £.		3,927·667

	£.
Value of buildings - -	130·000
	3,978·667
Total Value - - £.	4,108·667

VALUE of respective Interests.

		Value of Copyholder's Interest.		Value of Bishop's Interest.	
		£.		£.	
Land - -	3,927·667 × ·7283 =	2,860·520	3,927·667 × ·2717 =	1,067·147	
Buildings - -	130· × ·8264 =	107·432	130· × ·1736 =	22·568	
Value of Copyholder's Interest - £.		2,967·952	Quit rents and heriots	51·	
Lands allotted, per schedule - 40A. 1R. 3P.			Bishop's Interest - £.	1,140·715 2,967·952	Lands allotted, per schedule - 20A.
			Total Value - £.	4,108·667	

As Elizabeth N. Davies is not a consenting party to the enfranchisement, the lands are to be conveyed to the Bishop subject to her interest; and during the continuance of such interest, a rentcharge of 38*l.* per annum is to be paid to the Bishop by J. M. E. T. Shadwell.

Rev. Henry Richards, tenant in possession, aged 52; his wife, 52. E. G. Richards, tenant in reversion, aged 24; unmarried:—

	A.	R.	P.	A.	R.	P.	
Townsend's - -	76	0	38				
Attwood's - -	34	1	1				
				110	1	39	- - - -

Charles H. Richards, tenants in reversion, aged 21; unmarried:—

Jefferies's - -	70	3	10	70	3	10	By arrangement between the tenants, the copyholds are treated as one -
			As.	181	1	9	

Quit rents paid, 2*l.* 12*s.* 7*d.* Heriots, best goods, equal to 10*l.* each.

Total Value of Land, 13,948·783*l.*; Buildings, 1,284*l.* TOTAL - £. 15,232·783.

	£.	£.		£.
Townsend's & Attwood's:				
Land - - - -	- - -	8,121·950	Buildings - -	760
Less quit rents - -	54·125			
heriots - - -	20·			
		74·125		
Net Value of Land - - - £.		8,047·825		
Jefferies:				
Land - - - -	- - -	5,826·833	Buildings - -	524
Less quit rents - -	24·75			
heriots - - -	10·			
		34·750		
Net Value of Land - - - £.		5,792·083		

VALUE of respective Interests.

		Value of Copyholder's Interest.		Value of Bishop's Interest.
		£.		£.
Townsend's & Attwood's: Land -	8,047·825 × ·7662 =	6,166·243	8,047·825 × ·2338 =	1,881·581
Ditto - - ditto - Buildings	760· × 883 =	671·080	760· × ·117 =	83·920
Jefferies - - - Land -	5,792·083 × ·7671 =	4,443·107	5,792·083 × ·2329 =	1,348·976
Ditto - - - Buildings	524· × ·8849 =	463·688	524· × ·1151 =	60·312
TOTAL of Copyholder's Interest - - - £.		11,744·118		3,379·789
			Quit rents and heriots -	108·875
Lands allotted, per schedule - - - 136 A. 0 R. 9 P.			TOTAL of Bishop's Interest - - - £.	3,488·664
			Lands allotted, per schedule - - -	45 A. 1 R.

William Henry Bromley Way, tenant in possession, aged 14. Edward David Way, tenant in reversion, aged 9:—

Late Farmers, 47 A. 1 R. 16 P. Quit rent paid, 17*s.* 8*d.* Heriot. best goods, taken at 10*l.*

	£.	£.		£.
Total value of land - - -	- -	2,483·4	Buildings - -	224·
				2,483·4
Value of quit rents - - -	26·5			
heriots - - -	4·			
		30·5	TOTAL - £.	2,707·4
Net Value of Land - - - £.		2,452·9		

VALUE of Respective Interests.

		Value of Copyholder's Interest.		Value of Bishop's Interest.	
		£.		£.	
Land - -	2,452·9 × ·89 =	2,183·08	2,452·9 × ·11 =	269·819	
Buildings -	224· × ·9396 =	210·47	224· × ·0604 =	13·530	
Total of Copyholders' Interest - £.		2,393·55	Quit-rent and heriots -	30·500	
Lands allotted, per schedule, 42 A. 2 R. 6 P. - - -			Total of Bishop's Interest - - -	313·849	Land allotted, 4 A. 3 R. 10 P.

Rev. Henry Hare, tenant in possession, aged 59; his wife aged 56. Henry George Hare, tenant in reversion, aged 22, unmarried:—

	A.	R.	P.	
Webb's - - -	49	0	29	Quit rents paid, 1 *l.* 17 *s.* 11 *d.* Heriots, best goods, equal to 10 *l.* each tenement.
Newport's - - -	40	2	26	
As.	89	3	15	

		£.	
Total Value of Land - - - -		5,023·625	Buildings, 244 *l.* Total, 5,267·625 *l.*
	£.		
Quit rents - - -	56·875		
Heriots - - -	23·		
		79 875	
Net Value of Land - - - £.		4,943·750	

VALUE of respective Interests.

		Value of Copyholder's Interest.		Value of Bishop's Interest.	
		£.		£.	
Land - -	4,943·75 × ·7611 =	3,762·688	4,943·75 × ·2389 =	1,181·062	
Buildings -	244· × ·8708 =	212·475	244· × ·1292 =	31·525	
Total of Copyholder's Interest - £.		3,975·163	Quit-rents and heriots -	79,875	
Lands allotted, per schedule, 63 A. 3 R. 10 P. - -			Total of Bishop's Interest - - -	1,292·462	Lands allotted, per schedule, 26 A. 0 R. 5 P.

Thomas Hillier, tenant in possession, aged 63, widower. Thomas Hillier, jun., tenant in reversion, aged 25, unmarried:—

Barnsley's, 65 A. 1 R. 36 P. Quit-rent paid, 1 *l.* 12 *s.* 2 *d.* Heriots, best goods, equal to 10 *l.*

	£.			£.
Total Value of Land - -	2,913·750		Total Value of Buildings	164·
	£.			
Quit-rents - -	45·033			2,913·75
Heriots - -	11·			
	56·033			
Net Value of Land - £.	2,857·717		Total - - £.	3,077·75

VALUE of respective Interests.

——	——	Value of Copyholder's Interest.	——	Value of Bishop's Interest.	——
		£.		£.	
Land - -	2,857·717 × ·7372 =	2,106·709	2,857·717 × ·2628 =	751·008	
Buildings -	164· × ·8405 =	137·842	164· × ·1595 =	26·158	
Total of Copyholder's Interest - £.		2,244·551	Quit rents and heriots -	56·033	
Lands allotted, per schedule, 43 A. 3 R. 21 P. -			Total of Bishop's Interest - - -	833·199	Lands allotted, per schedule, 21 A. 2 R. 15 P.

John Gayner, tenant in possession, aged 62, widower; Robert H. Gayner, tenant in reversion, aged 21, unmarried. Millett's, 69 A. 1 R. 16 P. Quit rents paid, 1 *l.* 13 *s.* 8 *d.* Heriots, best goods, equal to 10 *l.*

	£.		£.
Total Value of Land - -	3,483·550	Total Value of Buildings -	300·
Quit rents - - £. 47·133			3,483·550
Heriots - - 10·			
	57·133		
Net Value of Land - - - £.	3,426·417	TOTAL - - - £.	3,783·550

VALUE of respective Interests.

——	——	Value of Copyholder's Interest.	——	Value of Bishop's Interest.	——
		£.		£.	
Land - -	3,426·417 × ·7593 =	2,601·679	3,426·417 × ·2407 =	824·738	
Buildings -	300· × ·8596 =	257·880	300· × ·1404 =	42·120	
Total of Copyholder's Interest - £.		2,859·559	Quit rents and heriots -	57·133	
Lands allotted, per schedule, 44 A. 3 R. 16 P. - -			Total of Bishop's Interest - - -	923·991	Lands allotted, per schedule, 24 A. 2 R.

Richard Lambert, tenant in possession, aged 86; R. J. Lambert, tenant in reversion, aged 40, not married. Merefield Estate, 2 A. 3 R. 8 P. Quit rent, 2 *s.* 9 ½ *d.* Heriot, best goods, taken at 5 *l.*

	£.		£.
Total Value of Land - -	272·	Total Value of Buildings -	420
Quit rent - - £. 4·188			272
Heriot - - 6·875			
	11·063		
Net Value of Land - - - £.	260·937	TOTAL - - - £.	692

VALUE of respective Interests.

——	——	Value of Copyholder's Interest.	——	Value of Bishop's Interest.	——
		£.		£.	
Land - -	260·937 × ·6286 =	164·025	260·937 × ·3714 =	96·912	
Buildings -	420· × ·7397 =	310·674	420· × ·2603 =	109·326	
			Quit rent and heriot -	11·063	
Total of Copyholder's Interest - £.		474·699			
Allotted to Copyholder, 1 A. 0 R. 25 P.		598·033	Bishop's Interest -	217·301	
			Allotted to Bishop -	93·962	
Too much - - - £.		123·334			
			Too Little - - £.	123·339	

As a sufficient quantity of land to satisfy the Bishop's interest cannot be taken from the tenement without great injury to the remaining property, we are of opinion that it will be for the interest of both parties that a rentcharge of 4 *l.* 18 *s.* per annum shall be payable to the Bishop out of the said house and garden in lieu thereof.

15 October 1851.

T. S. Woolley.
Jacob P. Sturge.

SCHEDULE No. 2.

MANOR of *Horfield*, in the County of *Gloucester*.

Showing the Description, Situation, and Quantity of the Lands Allotted to the *Lord Bishop* and *Thomas Holt*, and the Copyholders respectively, in respect of their respective Interests.

ALLOTTED to the Lord Farmer and Lord Bishop of Gloucester and Bristol, as and for their several Interests in all the Copyhold Tenements within the said Manor, except the Two Copyhold Tenements called "Wade's" and "Late Deverell's," within the Parish of *Filton*; also, except the Three Copyhold Tenements hereinafter mentioned, called "Hughes," "The Quabb," and "The Merefield Estate," in the Parish of *Horfield*.

NO. ON MAP.	NAME OF FIELD.	STATE.	QUANTITY. A.	R.	P.
	In respect of the several tenements called "Late Usher's," "Late Codrington's," "Thomas's," "Bennett's," "The Ship Estate," "Late Andrews's," "Dymock's," "Late Quarrington's," and "Coombes's Parcel," in the Parish of Horfield; and "Late Elizabeth Knapp's," and "Late Austin's," in the parish of Filton.				
	The seven first-mentioned tenements, and the tenement called "Late Austins's," being held by H. E. Shadwell in possession, and J. M. E. T. Shadwell in reversion. The tenement called "Late Quarrington's," being held by Catharine Maria Ann Hunt in possession, and J. M. E. T. Shadwell in reversion, and the tenements called "Coombes's Parcel," and "Late Elizabeth Knapp's," being held by J. M. E. T. Shadwell in possession, and E. S. T. Swyny in reversion, and by arrangement between the copyholders; the whole being considered as one in the allotment.				
	In the Parish of *Horfield*:				
40	Gaskins	arable	1	2	17
123	Part of Greening Field, thrown into North Field	arable	1	1	3
126	Long Mead	pasture	1	2	8
127	Rowlides	arable	6	3	21
128	Little Hill	pasture	2	0	26
129	Great Hill	pasture	3	2	37
130	Home Mead	pasture	6	0	32
131	House and homestead	-	0	3	24
132	The Paddock	pasture	1	1	9
133 *a*	Part of Old Orchard	-	0	1	9
126	Rick Barton	-	0	1	19
137	Old Orchard	arable	0	3	11
138	The Burnt Ground	pasture	3	0	36
139	Dymock's Mead	pasture	7	2	2
145	The Four Acres and Two Acres	arable	7	0	6
146	Oaky Ground	arable	5	2	19
147	Upper Hare Leaze	pasture	5	3	16
148	Lower Hare Leaze	pasture	7	1	29
230	Lock Leaze Seven and Four Acres	pasture	13	0	0
231	Lock Leaze Nine Acres	pasture	9	3	38
273	Mill Leaze	pasture	6	2	23
286	The Paddock	pasture	1	0	0
21	Great Breakly	pasture	7	1	9
22	Breakly Mead	pasture	4	3	12
23	Dry Leaze	pasture	4	0	35
42	Gaskins	pasture	5	1	13
191	In Huttom Wood	coppice	0	2	39
199	Ditto	coppice	0	2	19
196	Ditto	coppice	0	2	18
202	Ditto	coppice	0	2	26

 (continued)

Horfield Estate.

NO. ON MAP.	NAME OF FIELD.	STATE.	QUANTITY. A.	R.	P.
	In the Parish of *Horfield—continued.*				
193	In Huttom Wood	coppice	0	2	9
205	Ditto	coppice	1	3	35
204	Ditto	coppice	1	0	37
197	Ditto	coppice	0	2	12
201	Ditto	coppice	0	2	12
	Also the several rights of common in respect of the tenements called "Late Andrews's" and "Dymock's."				
	In the Parish of *Filton:*				
310	Great Harleys	arable	6	3	11
311	Three Acres, or Little Harleys	arable	2	3	6
366	Kingsfield Seven Acres	arable	7	2	0
369	Kingsfield Twelve Acres	arable	12	2	36
370	Gipsies patch	arable	1	1	18
297		arable	1	2	31
361	Starland	pasture	2	1	6
315	In West Mead	pasture	0	2	7
319	In - ditto	pasture	0	2	30
375	In Broad Mead (Brook Furlong)	pasture	0	1	0
378	In - ditto - ditto	pasture	0	0	28
397	In - ditto - (Middle Furlong) changeable one-third	pasture	0	0	15
381	In Broad Mead (Cleaver Piece)	pasture	0	1	28
382	In - ditto	pasture	1	2	7
303 *a*	In West Mead	pasture	2	1	16
303 *b*	In - ditto	pasture	0	0	20
306	In - ditto	pasture	1	0	15
322	In - ditto	pasture	0	2	8
331	In - ditto	pasture	0	2	25
376	In Broad Mead (Brook Furlong)	pasture	0	2	30
397	In - ditto - (Middle Furlong) changeable one-third	pasture	0	0	15
401	In Broad Mead (Middle Furlong)	pasture	0	1	13
403 404	In - ditto - two pieces (changeable)	pasture	0	1	19
406	In - ditto - South Furlong	pasture	0	1	3
408	In - ditto - ditto	pasture	0	1	2
411	In - ditto - ditto	pasture	0	1	2
			169	2	12
	In respect of the several tenements called "Late Townsend's," "Late Jefferies's," and "Late Attwood's," held by the Rev. Henry Richards in possession, and his sons Charles Henry Richards and Edward Griffith Richards, in reversion, and by arrangement considered as one in the allotment.				
	In the Parish of *Horfield:*				
Part of 19	Part of Seven Acres	pasture	2	3	4
Part of 20	Part of Upper Leaze	arable	0	2	1
Part of 24	Part of Hither Hortley	arable	4	3	34
29	Lower Bushy Ground	pasture	6	2	13
30	Part of Upper Bushy Ground	pasture	4	1	22
31	Part of Upper Bushy Ground	arable	2	3	6
33	Golden Hill	pasture	7	1	36
36	Golden Hill	pasture	2	2	19
46	New Leaze	pasture	3	3	0
47	Vicarage Mead Paddock	pasture	1	0	11
Part of 58	Part of Further Gaskins	arable	0	0	20
243	Berry Lane Field	pasture	3	2	14
Part of 282	Part of Mile Stile Ground	pasture	2	1	4
Part of 285	Part of the Paddock	pasture	0	1	8
195	In Huttom Wood	coppice	0	2	32
200	In - ditto	coppice	0	2	25
192	In - ditto	coppice	0	2	31
			45	1	0

NO. ON MAP.	NAME OF FIELD.	STATE.	QUANTITY. A.	R.	P.
	In respect of the tenemont called "Late Farmers," held by William Henry Bromley Way in possession, and Edward Daniel Way in reversion.				
	In the Parish of *Horfield*:				
Part of 268	Part of Binlands	arable	4	1	5
203	In Huttom Wood	coppice	0	2	5
			4	2	10
	In respect of the tenements called "Late Webb's" and "Late Newport's," held by the Rev. Henry Hare in possession, and Henry George Hare in reversion.				
	In the Parish of *Horfield*:				
234	Further Stone Hill	pasture	1	2	7
235	Seven Acres	arable	9	0	3
241	Short Mead	arable	4	1	9
248	Junocks	pasture	4	1	24
Part of 269	Part of Great Axtons	pasture	1	3	18
270	Part of Little Axtons	pasture	3	1	8
189	In Huttom Wood	coppice	0	3	8
194	In ditto	coppice	0	3	8
			26	0	5
	In respect of the tenement called "Late Barnsley's," situate in the parish of Filton, held by Thomas Hillier in possession, and Thomas Hillier, junior in reversion.				
402	Mead Acre	arable	1	0	16
298	Dean's Land	pasture	3	0	7
299	Building and Plot		0	0	20
367 368	Kingsfield changeable with Wade's (6 A. 0 R. 15 P.) / Kingsfield changeable with Wade's (6 A. 0 R. 13 P.) one-half	arable	6	0	14
447	The Lye and cottage	arable	4	0	28
309	In West Mead (Corner Piece)	pasture	0	3	8
318	In West Mead	pasture	0	1	28
323	In ditto	pasture	0	3	2
326	In ditto	pasture	0	0	33
379	In Broad Mead (Brook Furlong)	pasture	0	0	38
383	In Broad Mead (Pool Furlong)	pasture	0	0	24
384	In ditto - ditto	pasture	0	1	24
387	In Broad Mead (Hatchet Acre)	pasture	1	1	11
388	In Broad Mead	pasture	0	2	20
389	In ditto	pasture	0	1	29
392	In Broad Mead (Corner Piece)	pasture	0	2	13
393	In Broad Mead (under the hedge)	pasture	0	0	33
895	In Broad Mead (Middle Furlong)	pasture	0	2	0
396	In ditto	pasture	0	1	12
397	In Broad Mead (Middle Furlong (changeable with "Late E. Knapps" and "Late Austin's" 1 R. 5 A.	pasture	0	0	15
			21	2	15
	In respect of the tenement called "Late Millett's," held by John Gayner in possession, and Robert Heydon Gayner in reversion.				
	In the Parish of *Filton*:				
301	In West Mead	pasture	0	3	16
304*a*	In ditto	pasture	1	0	13
327	In ditto	pasture	0	1	29
330	In West Mead (Handkerchief)	pasture	0	0	37
377	In Broad Mead (Brook Furlong)	pasture	0	1	25
391	In ditto	pasture	0	0	18

(*continued*)

Horfield Estate.

NO. ON MAP.	NAME OF FIELD.	STATE.	QUANTITY. A.	R.	P.
	In the Parish of *Filton—continued.*				
394	In Broadmead (Middle Furlong)	pasture	0	2	4
399	In ditto ditto	pasture	0	2	0
405	In ditto (South Furlong)	pasture	0	3	15
410	In ditto (Middle Piece)	pasture	0	1	0
364	Little Kingsfield changeable with Late Deverills 7 A. 3 R. 18 P. one half	pasture	9	2	29
365	Great Kingsfield changeable with Late Deverills 11 A. 2 R. 0 P. one half				
446	Sour Mead	pasture	4	1	29
448	Lye	arable	5	0	25
			24	2	0

Allotted to the said Lord Farmer and Lord Bishop, in respect of their several Interests in the Tenements called "Hughes's" and "The Quabb," held by Eliza Naomi Davies in possession, and J. M. E. T. Shadwell in reversion.

	In the Parish of *Horfield:*				
38	Gaskins	pasture	5	0	13
39	Further Hinder Moors	pasture	2	3	30
41	Hither Hinder Moors	pasture	3	1	2
54	Rough Leaze	pasture	4	1	28
Part of 80	Part of Great and Little Hughes	pasture	2	2	29
188	In Huttom Wood	coppice	1	0	13
190	In Huttom Wood	coppice	0	2	5
			20	0	0

And whereas Eliza Naomi Davies, the tenant in possession, has declined to concur in the enfranchisement, possession of the lands cannot therefore be given to the Bishop during the continuance of her interest, we do award that the conveyance of the lands before allotted shall be made subject to the interest of the said E. N. Davis therein, and that a rent-charge of 38*l.* per annum shall be paid by J. M. E. T. Shadwell, the tenant in reversion, to the said Lord Farmer and Lord Bishop, and their successors, during the continuance of such interest.

Allotted to the said Lord Farmer and Lord Bishop, in respect of their several Interests in the Tenement called "Merefield Estate," held by Richard Lambert in possession, and the Rev. Richard Joseph Lambert in reversion.

	In the Parish of *Horfield:*				
43	Gaskins	pasture	1	0	3
	In Huttom Wood	coppice	0	2	20
			1	2	23

And whereas we find that the above lands are not enough to cover the Bishop's interest, and that there is no other land belonging to the said tenement but the garden belonging to the dwelling-house, and that to make up the value of the reversionary interest would take the greater part of such garden, thereby deteriorating the value of the said dwelling-house far beyond the value of such land would be to the Bishop: we therefore report that it would be for the interest of both parties that, in addition to the aforesaid lands, there be awarded to the Bishop a rent-charge of 4*l.* 1 8*s.* per annum, issuing out of the said dwelling-house and garden.

Horfield Estate.

NO. ON PLAN.	NAME OF FIELD.	STATE.	QUANTITY. A.	R.	P.
	Allotted to *Henry Eugene Shadwell*, as Tenant in Possession, in respect of the Interests of Himself, and of *J. M. E. T. Shadwell*, the Tenant in Reversion, in the Copyhold Tenements called "Late Usher's," "Late Codrington's," "Thomas's," "Bennett's," "The Ship Estate," "Late Andrews's," "Dymock's," "Late Quarrington's," and "Late Austin's."				
	In the Parish of *Horfield*:				
5	Part of Broadway, with 2 houses built thereon	- - -	0	3	38
6	Part of Broadway, with 8 houses built thereon	- - -	1	1	15
7	Part of Broadway - - - - - -	- - -	1	1	28
8	Part of Broadway, with 7 houses built thereon	- - -	2	0	26
9	Part of Broadway, with a house built thereon	- - -	1	0	18
10	Part of Broadway, with a house built thereon	- - -	1	0	1
11	Part of Broadway, with 3 houses built thereon	- - -	1	0	18
27	Great Haselton, with cattle sheds, &c. - -	pasture -	11	2	37
32	Great Gout Shord - - - - - -	pasture -	10	3	3
34	Golden Hill - - - - - - -	pasture -	5	0	4
35 *a*	Golden Hill - - - - - - -	pasture -	2	0	37
35 *b*	Golden Hill - - - - - - -	pasture -	0	0	39
37	Gout Shord - - - - - - - -	pasture -	10	3	18
48	Rowlays - - - - - - - -	pasture -	3	3	15
49	Part of Rowlays - - - - - - -	pasture -	0	2	33
50	The Quab - - - - - - -	pasture -	5	0	19
63	Hither Allhays - - - - - - -	pasture -	3	2	12
65	Middle Allhays - - - - - - -	pasture -	2	3	3
66	Further Allhays - - - - - - -	arable - -	7	3	16
67	Golden Hills - - - - - - -	pasture -	7	3	32
68	Golden Hills - - - - - - -	arable - -	4	0	28
69	Golden Hill - - - - - - -	arable - -	7	2	2
73	Smillings - - - - - - - -	arable - -	6	3	24
74	Home Mead - - - - - - -	pasture -	7	3	13
75	Barn Close - - - - - - - -	pasture -	4	0	0
76	House and Homestead - - - - - -	- - -	0	2	0
77	Orchard - - - - - - - -	pasture, orchard	0	2	37
78	Wellon Hays - - - - - - -	pasture -	3	2	20
94	The Common Paddock - - - - -	pasture -	3	1	16
96	Beech Shord - - - - - - -	arable - -	4	2	20
100	Churchways - - - - - - - -	pasture -	5	0	4
103	House, Offices, Garden, &c. - - - - -	- - -	1	0	18
104	Home Mead - - - - - - -	pasture -	4	0	27
109	House, Offices, Garden, &c. - - - - -	- - -	0	2	27
110	Orchard - - - - - - - -	pasture, orchard	2	0	16
111	The Hill - - - - - - - -	arable - -	2	0	24
112	House, Stable, Garden, &c. - - - - -	- - -	0	1	20
113	Home Mead - - - - - - -	pasture -	1	2	5
118	House and Homestead - - - - - -	- - -	0	2	23
119	Orchard - - - - - - - -	pasture, orchard	1	0	28
120	Home Mead - - - - - - -	pasture -	6	1	0
121 *a*	Greening Field - - - - - - -	arable - -	5	0	22
121 *b*	Strip adjoining - - - - - - -	- - -	0	0	5
122	The Ground over the Way - - - -	pasture -	9	1	19
125	The Hawse - - - - - - - -	arable - -	2	1	5
217	Lock Leaze - - - - - - - -	pasture -	2	2	25
218	Lock Leaze - - - - - - - -	arable - -	4	0	20
219	Lower Lock Leaze - - - - - -	pasture -	2	2	13
223	Lower Lock Leaze - - - - - -	pasture -	2	0	33
266	Downing Paddock - - - - - -	pasture -	3	1	8
271	Churchways - - - - - - - -	pasture -	7	3	16
274	House (2 tenements) and Garden (part of Bittons) - - - - - - - -	- - -	0	0	34
275	Part of Bittons - - - - - - -	nursery -	2	2	37
276	House and part of Bittons - - - -	nursery -	0	2	0
283 284	Paddocks, with 5 houses built thereon - -	- - -	1	1	27
45	Horse Leaze - - - - - - -	pasture -	4	0	34
99	Half Acre - - - - - - - -	arable - -	0	2	17
101	Churchways - - - - - - - -	pasture -	3	1	16
105	House, Stable, and Garden - - - -	- - -	0	0	25
106	House and Garden - - - - - -	- - -	0	2	22
107	Home Mead - - - - - - -	arable - -	1	1	32
108	Part of Home Mead - - - - - -	garden - -	0	1	31
272	The Rudd - - - - - - - -	pasture -	2	2	19
	Together with the rights of common in respect of the several tenements called "Late Usher's," "Late Codrington's," "Thomas's," Bennett's," and "The Ship Estate."				

Horfield Estate.

NO. ON MAP.	NAME OF FIELD.	STATE.	QUANTITY. A.	R.	P.
	In the Parish of *Filton*:				
312	Putley Hill	arable	5	0	36
341	Five Acres, or Henley's	arable	5	0	23
342	Park Piece	pasture	4	3	30
343	Ten Acres	pasture	9	2	35
356	Betty's Paddock	pasture	2	0	8
413	Three Acres	pasture	2	2	34
420	House, garden, and paddock		1	2	31
421	Home Ground	pasture	4	2	37
430	Part of a paddock adjoining Stoke	pasture	0	3	35
439	Three acres	pasture	2	1	39
441	Blackland	pasture	4	3	26

ALLOTTED to *John Mitchell Eugene Taylor Shadwell*, Tenant in Possession, in respect of the interests of himself and of *Exham Schomberg Turner Swyny*, the tenant in reversion, in the Copyhold Tenements called "Coombes's Parcel," and "Late Elizabeth Knapp's."

	In the Parish of *Horfield*:				
116	Tenements and garden		0	3	14
117	Home Mead	pasture	2	1	28
215	Lock Leaze	pasture	2	3	1
	Together with the right of common in respect of "Coombes's Parcel."				
	In the Parish of *Filton*:				
348	Home Ground	pasture	4	3	29
349, 350, 351	House, paddock, orchard, &c.		2	0	13
354	The Three Paddocks, or Hor Mead	pasture	5	0	24
359	New Close	pasture	10	3	4
371	Long Paddock	pasture	3	0	0
415	Paddock	pasture	1	1	8
419	Paddock	arable	0	3	35
433	Vellet Wood	wood	0	0	15
442	Blackland	pasture	5	2	26
443	Blackland	pasture	3	2	5
			296	1	0

N. B.—The several tenements held by Henry Eugene Shadwell, J. M. E. T. Shadwell, and C. M. A. Hunt, in possession, and by J. M. E. T. Shadwell, and E. S. T. Swyny, in reversion, having by arrangement been considered as one in making the allotment to the Lord Farmer and Lord Bishop, the allotment to the several tenants is made subject to a division between them in proportion to their interests.

ALLOTTED to *John Mitchell Eugene Taylor Shadwell*, in reversion of the interest of *Eliza Naomi Davies*, in respect of the Copyhold Tenements called "Hughes's" and "The Quabb."

	In the Parish of *Horfield*:				
12	Broadway	pasture	8	2	37
28	Haselton	pasture	3	0	12
55	Long Mead and the Rag	pasture	5	1	28
60	House and Homestead		1	0	27
61	Allhays	pasture	4	1	6
70	Smillings	pasture	10	0	36
79	Cottage, two tenements and garden		0	2	22
Part of 80	Part of Great and Little Hughes	pasture	6	2	35
			40	1	3

Also the rights of common in respect of the same tenements.

Horfield Estate.

NO. ON MAP.	NAME OF FIELD.	STATE.	QUANTITY. A.	R.	P.
	ALLOTTED to the Rev. *Henry Richards*, as Tenant in Possession, in respect of his Interests and the Interests of *Edward Griffiths Richards*, and *Charles Henry Richards*, the Tenants in Reversion, in the Copyhold Tenements called "Late Townsend's," "Late Jefferies's," and "Late Allwood's."				
	In the Parish of *Horfield:*				
4 *a*	Broadway	pasture	4	3	17
4 *b*	Land adjoining	-	0	0	24
13	Part of Quarry Ground	pasture	3	2	34
14	Part of Quarry Ground and Lower Leaze	pasture	3	1	8
15	Part of Great Hortley	arable	5	0	20
16	Part of Great Hortley	arable	2	2	24
17	House and Orchard	-	0	3	1
18	Middle Hortley	arable	4	1	35
Part of 19	Part of Seven Acres	pasture	3	3	2
Part of 20	Part of Upper Leaze	arable	0	2	15
Part of 24	Part of Hither Hortley	arable	0	0	20
26	Ander's Leaze	pasture	8	1	30
44	Berry Leaze	arable	5	0	0
53	Gaskins	pasture	2	3	26
56	Broad Mead	pasture	3	2	1
57	Lower Gaskins	pasture	4	2	38
Part of 58	Part of Further Gaskins	arable	4	1	0
59	Hither Gaskins	pasture	4	3	28
64	Golden Hill	arable	2	2	27
81	House and homestead	-	0	3	14
82	Home Mead	pasture	5	2	21
84	House, outbuildings, garden, &c.	-	1	0	20
85 *a*	Part of Home Mead	pasture	0	1	19
85 *b*	Outbuildings and yard	-	0	0	38
86 *a*	Part of Home Mead	pasture	2	3	0
86 *b*	Plantation in ditto	plantation	0	3	7
92 *a*	House, garden, &c.	-	0	2	2
93	Outbuildings, barton, and paddock	pasture	0	2	28
97	Paddock	pasture	2	1	31
98	Home ground	pasture	3	2	28
214	Lock Leaze	pasture	6	0	26
220	Webb's Paddock	pasture	6	3	3
222	Further Lockleaze	arable	6	2	8
224	Lockleazes	arnble	6	1	29
225	Upper Lockleaze	arable	1	3	18
226	Late Brake in ditto	arable	1	1	12
227	Hither Lockleaze	arable	7	1	37
249	Innock's	pasture	4	1	24
277	Little Bittons	pasture	2	2	19
Part of 282	Part of Mile Stile Ground	pasture	5	3	20
Part of 285	Part of the Paddock	pasture	0	3	29
	In the Parish of *Filton:*				
376 *a*	Attwood's Acre in Broadwood	-	0	2	26
	Also the rights of common in respect of the said tenements.		136	0	9

ALLOTTED to *Richard Lambert*, as Tenant in Possession, and the Rev. *Richard Joseph Lambert*, as Tenant in Reversion, in respect of their Interests in the Copyhold Tenement called "Merefield Estate."

	In the Parish of *Horfield:*				
62	House, garden, pleasure grounds, &c.	-	2	0	25
	Subject to a perpetual rentcharge of 4 *l.* 18 *s.* per annum, payable to the said Lord Farmer and Lord Bishop as hereinbefore stated, together with the right of common in respect of the said tenement.				

Horfield Estate.

NO. ON MAP.	NAME OF FIELD.	STATE.	QUANTITY. A.	R.	P.
	Allotted to *William Henry Bromley Way*, as Tenant in Possession, in respect of the Interests of himself and *Edward Daniel Way*, the Tenant in Reversion, in the Copyhold Tenement called "Late Farmer's."				
	In the Parish of *Horfield:*				
228	Upper Leaze	arable	9	1	12
229	Lower Leaze	arable	7	1	20
256	House and Homestead	-	0	2	20
257	Orchard	pasture, orchard	1	1	21
258	Home Mead and Old Fishpond	pasture	4	1	3
259	Great and Little Hills	arable	6	1	38
260	Long Mead	pasture	5	0	24
261	Lane Paddock	pasture	2	2	0
263	Long Mead Paddock	pasture	2	1	0
Part of 268	Part of Binlands	arable	3	0	28
	Together with the right of common in respect of the said tenement.		42	2	6
	Allotted to the Rev. *Henry Hare*, as Tenant in Possession, in respect of the Interests of himself and *Henry George Hare*, the Tenant in Reversion, in the Copyhold Tenements called "Late Webb's" and "Late Newport's."				
	In the Parish of *Horfield:*				
221	Lockleaze	pasture	11	3	16
236	Part of Seven Acres	pasture	0	2	39
237	Stone Hill	pasture	0	3	13
238	Stone Hills and Home Meads	pasture	4	0	36
239	House and Homestead	-	0	3	2
240	The Barley Ground	pasture	8	3	24
250	Part of Long Crate	pasture	1	1	9
251 *a*	Remainder of Long Crate	pasture	1	1	36
251 *b*	Home Mead	pasture	5	2	39
252	Orchard	pasture, orchard	1	3	24
253	House and Homestead	-	0	3	10
254 *a*	Part of Old Orchard	pasture	1	0	0
254 *b*	Part of Old Orchard and Lane	pasture	1	0	7
255	Part of Old Orchard and Lane	pasture	0	3	35
262	Dunghill Close	pasture	3	2	32
264	Part of West Close	pasture	4	2	33
265	Remainder of West Close	pasture	5	1	4
267	Part of West Close	pasture	4	1	14
Part of 269	Part of Great Axtons	pasture	4	0	37
	Together with the rights of common in respect of the said tenements.		63	3	10
	Allotted to *Thomas Hillier*, as Tenant in Possession, in respect of himself and *Thomas Hillier*, the younger, the Tenant in Reversion, in the Copyhold Tenement called "Late Barnsley's."				
	In the Parish of *Filton:*				
328	In West Mead (Long Acre)	pasture	1	2	3
303 *c*	In ditto	pasture	0	1	11
316	In ditto (near the gate)	pasture	0	1	38
338	Henleaze	pasture	8	1	13
339	Henleaze	pasture	2	1	39
344	Haycroft	pasture	1	1	36
345	Haycroft	pasture	3	0	0
958	Kingsfield Paddock or Sharland	pasture	2	3	9
360	Kingsfield Paddock or Lynch	pasture	1	3	9
418	Lower Home Ground	pasture	1	3	20
422	Home Paddock	pasture	4	3	2
425	Garden	pasture	0	3	16
426	House, Orchard, &c.	-	0	0	31
427	House, Orchard, &c.	-	1	0	16
431	Part of a Paddock	pasture	0	3	35
438	South Field	arable	7	1	19
440	South Field	arable	4	2	4
			43	3	21

NO. ON MAP.	NAME OF FIELD.	STATE.	QUANTITY. A. R. P.
	ALLOTTED to *John Gayner*, the Tenant in Possession, in respect of the Interests of himself and of *Robert Heydon Gayner*, the Tenant in Reversion, in the Copyhold Tenement called "Late Milletts."		
	In the Parish of *Filton:*		
315	Putley Hill	arable	3 2 12
362	Starland	pasture	2 3 6
	Forland Lane		0 2 8
412	Wid Gaston	pasture	5 3 20
417	Lower Close	pasture	4 0 24
423	Home Ground	pasture	10 1 0
424	House, orchard, &c.		1 2 11
432	Vellet Acre	withy bed	0 1 12
434	Vellet Acre	pasture	0 1 19
444	Footpath	pasture	6 2 5
445	Stallards	pasture	8 2 16
407	In Broadmead (South Furlong)	pasture	0 0 38
409	In - ditto - - ditto	pasture	0 0 5
			44 3 16

15 October 1851.

(signed) *T. S. Woolley.*
Jacob P. Sturge.

No. 169.

EXTRACT from Minutes of Estates Committee, held 21 October 1851.

Read,—A letter (No. 168, *antea*) from the secretary of the Copyhold Commission, forwarding, for the consideration of the Ecclesiastical Commissioners for England, a copy of the proposed award for commuting the seignioral rights and enfranchising the copyhold tenements in this manor, and stating that the Copyhold Board are quite satisfied that the lands to be allotted to the Bishop are an equivalent for his existing interests as lord of the manor.

Resolved,—That the Ecclesiastical Commissioners are, under the circumstances of the case, content to leave the protection of the manorial interests in the hands of the Copyhold Commission and of the Bishop, without further inquiry into the details of the contemplated arrangement.

No. 170.

FROM the Secretary to *John Stewart*, Esq.

Sir, 5, Whitehall-place, 22 October 1851.

I HAVE submitted to the Ecclesiastical Commissioners for England your communication of yesterday's date (No. 168, *antea*), enclosing a copy of the award made in the proposed enfranchisement of lands in this manor, and stating that the Copyhold Commissioners are quite satisfied that the lands to be given to the lord of the manor are a sufficient equivalent for his manorial rights, and I am directed to acquaint you, that under the circumstances of the case this Board are content to leave the protection of the ultimate interests of the lord of the manor in the hands of the Copyhold Commissioners and of the Bishop, without further inquiry into the details of the contemplated arrangement.

(signed) *James J. Chalk.*

Horfield Estate.

No. 171.

From the Bishop of *Gloucester* and *Bristol* to the Secretary.

Sir, Brighton, 3 December 1851.

I request you to call the attention of the Ecclesiastical Commissioners to the subject of my letter addressed to them on 25th July last (No. 164, *antea*).

The commutation of the lord's right in the copyholds of Horfield manor is at length completely settled; and I am in expectation of receiving immediately the conveyances of the several allotments of land, amounting I believe to about 315 acres. The present lease will then be conveyed, or a new one granted, on the same three lives, to five trustees, for the following purposes:—The tithe-rentcharge will be divided in equal portions to improve the living of Horfield, and towards the endowment of a new church, which may be built in the part of the parish when the erection of new houses will follow this arrangement. The rents of the rest of the property are to be divided equally between two objects, the procuring parsonages and the assisting in obtaining curates for old and infirm incumbents of small livings in the diocese of Gloucester and Bristol. I wish to have the trust deed prepared, that it may be executed as soon as the legal forms will allow: but before that can be done, it seems necessary to refer to the Commissioners one topic which cannot be determined without their sanction; I mean the work of separating from the estate such parts as may be available for buildings of a better class.

During my own incumbency, it will be in my power to grant a long lease of years to any builders or others who will undertake to erect houses on any portion of the land, with the sanction of the Ecclesiastical Commissioners, under the 5 & 6 Vict. c. 108. But it is not possible to force the execution of such works, or to foresee the exact time when fashion, convenience, or other local circumstances may call for it; and it is obvious that the other copyhold lands which are now to become freehold, will at first be selected in preference to those under a lease, for building. It is therefore greatly for the interest of the property that there should be some means for effecting this improvement whenever there may be a call for it. Two methods occur for meeting this difficulty. First, I might at once lease to the trustees a certain portion of the estate nearest Bristol for 99 years, with the sanction of the Commissioners, empowering them to give under leases for the residue of their term of such portions as may hereafter be desired for building; but to this plan there is an objection *in limine*. The Act (5 & 6 Vict. c. 108) requires that the lessee shall engage to undertake the building within six years, which my trustees could not be expected to do.

The other method will avoid all such difficulties, if the Commissioners should approve the suggestion, and feel that their powers will enable them to promote it. After my time the fee will be vested in the Commissioners themselves; I wish to ask therefore, whether they will, at the instance of my trustees, lease to such parties as they recommend, particular portions of the land for building, agreeably to the conditions of the 5 & 6 Vict. c. 108, reserving of course to themselves the same right of judging of the plans, the conditions, &c. as they would have exercised had the application been made by a Bishop, and agreeing with the trustees upon the equitable division of the rent reserved between the Commissioners and the trustees. An express provision of the Act seems to enable them to act in both capacities of lessors and sanctioners.

Should the Board see no objection, I can in the trust deed empower the trustees after my time to surrender to the Commissioners, for the purpose of such a lease, any portions of the land which may be desired for appropriate buildings.

(signed) *J. H. Gloucester and Bristol.*

Horfield Estate.

No. 172.

Extract from Report of Estates Committee, held 11 December 1851.

The committee have had before them a letter (No. 171) from the Bishop of Gloucester and Bristol, in which his Lordship, after setting forth the objects for the accomplishment of which he intends to vest in the hands of trustees his leasehold interest in the Horfield estate, and having regard to the suitableness for building purposes which is possessed by a part of the property, his Lordship is desirous of being informed whether the Commissioners will be prepared, at the instance of his trustees, to lease to such parties as they may recommend, particular portions of the land, agreeably to the conditions of the Act 5 & 6 Vict. c. 108.

It appears to the committee that during his Lordship's incumbency, he will, under the Act 5 & 6 Vict. c. 108, have the power, with the Commissioners' consent, at any time to accept a surrender of the lease of the whole or any part of the Horfield estate, with a view to the granting of building leases for long terms of years; and that from and after the next avoidance of the see, the Commissioners, who will then have become absolute owners of the reversion in fee, will have the power without the instrumentality of the before-mentioned Act to concur in any arrangement which the trustees may by the deed creating their trust be empowered to enter into.

Under these circumstances the committee do not consider that any pledge on the Commissioners' part is at the present time necessary, and they recommend that this view of the matter be accordingly communicated to the Bishop.

Confirmed at general meeting held 18th December 1851.

No. 173.

The Secretary to the Lord Bishop of *Gloucester* and *Bristol*.

My Lord, 5, Whitehall-place, 20 December 1851.

I have submitted to the Ecclesiastical Commissioners your Lordship's letter of the 3d instant (No. 171), and am directed to acquaint you that it appears to them that during your Lordship's incumbency you will, under the Act 5 & 6 Vict. c. 108, have the power, with their consent, at any time to accept a surrender of the lease of the whole or any part of the Horfield estate, with a view to the granting of building leases for long terms of years; and that from and after the next avoidance of the see, the Commissioners having then become absolute owners of the reversion in fee, will have the power without the instrumentality of the before-mentioned Act to concur in any arrangement which the trustees may, by the deed creating their trust, be empowered to enter into.

Your Lordship will thus see that both during your incumbency and afterwards, there will be no difficulty in carrying out from time to time the object you appear to have in view, and that the Commissioners therefore do not consider that any pledge on their part at the present time is necessary.

(signed) *James J. Chalk.*

TABULAR STATEMENT showing the Gross and Net Annual Income of the Bishop of *Gloucester*, and of the Bishop of *Bristol*, from 1829 to 1836; and of the present Bishop of the United Sees, from 1837 to 1850; specifying the Amounts derived from Episcopal Sources, and from each other Ecclesiastical Preferment, whether permanently annexed to the Sees, or held in Commendam.—(Compiled from the Report of the Commissioners appointed to inquire into the Ecclesiastical Revenues of *England* and *Wales*, presented to Parliament in 1835, from the Second Report from the Commissioners appointed to consider the state of the Established Church with reference to Ecclesiastical Duties and Revenues, presented to Parliament in 1836, and from the Returns of the Revenues of the Archbishops and Bishops, printed by Order of the House of Commons, 16 June 1851, No. 400).

THE BISHOP OF GLOUCESTER.

SOURCES OF INCOME.	1829.		1830.		1831.		1832.		1833.		1834.		1835.		1836.	
	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.
	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.
Episcopal sources	2,500	2,332	1,938	1,770	2,824	2,656	3,252	3,084	1,267	1,099	2,765	2,597	1,829	1,661	—	—
Canonry in Collegiate Church of St. Peter's, Westminster (held in commendam)	- -	- -	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	—	—
Rectory of Peakirk (held in commendam)	648	625	648	625	648	625	648	625	648	625	648	625	648	625	—	—
£.	3,148	2,957	3,786	3,595	4,672	4,481	5,090	4,909	3,115	2,924	4,613	4,422	3,777	3,486	—	—

THE BISHOP OF BRISTOL.

SOURCES OF INCOME.	1829.		1830.		1831.		1832.		1833.		1834.		1835.		1836.	
	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.
	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.
Episcopal sources	567	482	688	589	4,568	4,408	1,668	1,551	1,770	1,652	—	—	—	—	—	—
Canonry in Cathedral of Durham (held in commendam)	811	687	811	687	811	687	811	687	811	687	—	—	—	—	—	—
Vicarage of Almondsbury (annexed to See)	721	471	986	736	830	580	873	623	873	623	—	—	—	—	—	—
£.	2,099	1,640	2,485	2,012	6,209	5,675	3,352	2,861	3,454	2,962	—	—	—	—	—	—

THE BISHOP OF GLOUCESTER AND BRISTOL.

Sources of Income.	1837.		1838.		1839.		1840.		1841.		1842.		1843.		1844.		1845.		1846.		1847.		1848.		1849.		1850.	
	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.	GROSS.	NET.
	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.	£.
Episcopal sources	5,114	3,862	9,465	8,614	6,442	5,222	5,322	4,653	7,492	6,455	5,921	4,395	4,669	3,432	3,160	2,946	3,169	2,950	7,364	7,157	2,693	2,456	5,719	5,526	4,176	3,986	3,652	3,455
Canonry in Collegiate Church of St. Peter's, Westminster (held in commendam)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Vicarage of Almondsbury (annexed to See)	- -	107	- -	107	- -	107	- -	515	- -	521	- -	588	- -	557	- -	541	- -	526	- -	522	- -	496	- -	541	- -	523	- -	518
£.	6,314	5,169	10,665	9,921	7,642	6,529	6,522	6,368	8,692	8,176	7,121	6,183	5,869	5,189	4,360	4,687	4,369	4,676	8,564	8,879	3,893	4,152	6,919	8,267	5,376	5,709	4,852	5,173

STATEMENT of the AMOUNT expended in providing a NEW PALACE for the Bishop of *Gloucester* and *Bristol*, and showing from what Sources the same have been Defrayed.

Amount expended in Providing a New Palace at Stapleton.				Sources from whence the same have been Defrayed.					
		£.	s.	d.			£.	s.	d.
Land and Expenses - -		11,729	15	10	Bristol Palace Fund - -		7,684	2	–
House - - - - - -		11,897	9	11	Net proceeds of the Sale of Estates belonging to the See; viz.:				
						£. s. d.			
					Cam - -	3,087 – 11			
					Horfield Great Farm - -	6,922 19 8			
					Northleach -	4,566 16 6			
							14,576	17	1
					Profit on Exchequer Bills -		293	11	10
					Episcopal Fund - - -		1,072	14	10
	£.	23,627	5	9		£.	23,627	5	9

RETURN:

Bishopric of Gloucester and Bristol.

Ordered, by The House of Commons, *to be Printed,*
24 *May* 1852.

[*Price* 2 *s.*]

397.

Under 28 *oz.*